North Central Regional Transit District

Request for Proposal

For

Transit Service Plan Update

North Central Regional Transit District
1327 North Riverside Drive
Espanola, New Mexico 87532

SECTION 1 – INTRODUCTION

OVERVIEW OF SCOPE OF SERVICES

North Central Regional Transit District (NCRTD) is seeking proposals from qualified proposers with demonstrated success to update the October 2008 Transit Service Plan.

1.1 PROCURING AGENCY AND CONTRACTING OFFICER

All communication concerning any aspect of this solicitation of offers shall be in writing and shall be with the Contracting Officer.

Procuring Agency: North Central Regional Transit District
1327 North Riverside Drive
Espanola, New Mexico 87532
Phone: 1-866-206-0754

Purchasing Agent: Glenda Aragon
Finance Manager
Phone: 505-629-4701
glendaa@ncrtd.org

1.2 SOLICITATION SCHEDULE

The following is the solicitation schedule for this procurement.

EVENT	DATE AND TIME
Request for Proposal Issued	Monday, November 19, 2012
Questions and Requests for Clarifications due to NCRTD	Wednesday, December 5, 2012
NCRTD Responds to Questions and Clarifications	Wednesday, December 12,2012
Proposal Due Date	**Proposals are due no later than 4:30 p.m. Friday, January 11, 2013.**
Evaluation of Proposals Received	January 14-18, 2013
Proposer Presentations/Interviews	January 21-25, 2013
Anticipated Award	February 1, 2013

1.3 PROPOSALS

In order to be considered for award, **proposals must be received by 4:30 p.m. MST, Friday, January 11, 2013**. Any proposal received after the specified date and time will be returned to the Proposer unopened. The receiving time in the NCRTD lobby located at 1327 North Riverside Drive, Espanola, New Mexico 87532 will be the governing time

for acceptability of proposals. This RFP does not commit NCRTD to award a contract. NCRTD will not pay Proposers for any costs associated with preparing responses to this RFP. NCRTD reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified Proposers, to award a contract without discussions/interviews or to cancel in part or in its entirety this RFP if it is in the best interests of NCRTD to do so.

1.4 DISTRIBUTION OF SOLICITION DOCUMENTS

NCRTD is distributing this RFP and all relevant documents through its web site at www.ridethebluebus.com, as well as a direct mail list, NMDOT vendor list and national transit organizations classified advertisements.

All addenda and updates to the RFP will be posted at the above referenced web site. Prospective Proposers are responsible for checking the web site for addenda and updates to the RFP. Beyond initial email to inform prospective Proposers about the RFP, NCRTD will not send communication directly to Proposers.

SECTION 2 - SCOPE OF SERVICES

INTRODUCTION AND BACKGROUND

In 2003, Governor Bill Richardson signed into law the Regional Transit District Act. This legislation authorized the creation of regional transit districts in the State of New Mexico.

73-25-2. The purpose of the Regional Transit District Act;

A. Serve the public by providing for the creation of regional networks of safe and efficient public transit services;

B. Allow multijurisdictional public transit systems to reduce the congestion of single-occupant motor vehicle traffic by providing transportation options for residents;

C. Decrease automobile accidents by reducing traffic congestion on freeways and streets;

D. Reduce noise and air pollution produced by motor vehicles;

E. Prolong and extend the life of New Mexico's existing roadways by easing the traffic burden;

F. Provide residents with a choice of transportation alternatives so that seniors, youth, low-income and mobility-impaired residents and others unable to drive or afford motor vehicles continue to have full access to the goods, services, jobs and activities of the community;

G. Improve the New Mexico economy by increasing workforce and citizen access to education and higher paying jobs; and

H. Prolong and extend petroleum resources.

In 2004, Governor Bill Richardson signed legislation that allowed City and County Governments that were members of a Regional Transit District, to go to the voters for approval of an increase of up to ½ of one percent in Gross Receipt Tax to fund their participation in an RTD.

Each RTD in the state is required to under-go an extensive Certification Process for approval by the New Mexico Transportation Commission. Upon issuance of certification from the New Mexico Transportation Commission the District constitutes a separate political entity.

In September 2004 the NCRTD was the first RTD to be certified by the New Mexico Transportation Commission. A requirement from the New Mexico Department of Transportation was to submit a Transit Service Plan within one year of the formation of the District. The NCRTD Board approved the districts first Transit Service Plan in July 2006.

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G. Improve the New Mexico economy by increasing workforce and citizen access to education and higher paying jobs; and

H. Prolong and extend petroleum resources.

The main objectives in the current Transit Service Plan are:

1. Co-ordinate with existing transit services within the District
2. Consolidate transit services where possible
3. Manage transit service contracts
4. Seek funding for the District

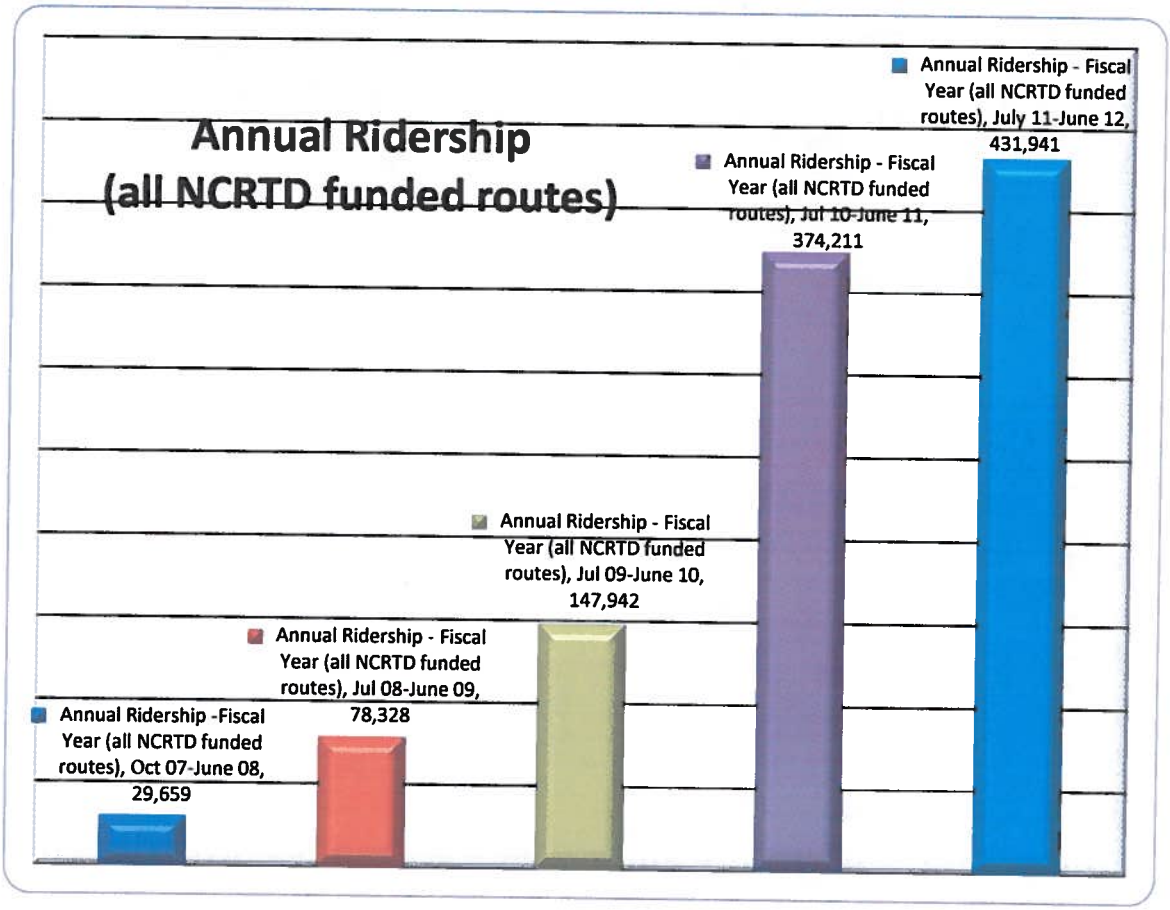
In February 2007 the RTD adopted its branding, and in April began its first bus service project. In July 2007 the NCRTD signed Memorandums of Agreement between the City of Espanola and Rio Arriba County to transfer service, employees and equipment to the NCRTD. In October 2007 the NCRTD began operating transit service in four counties.

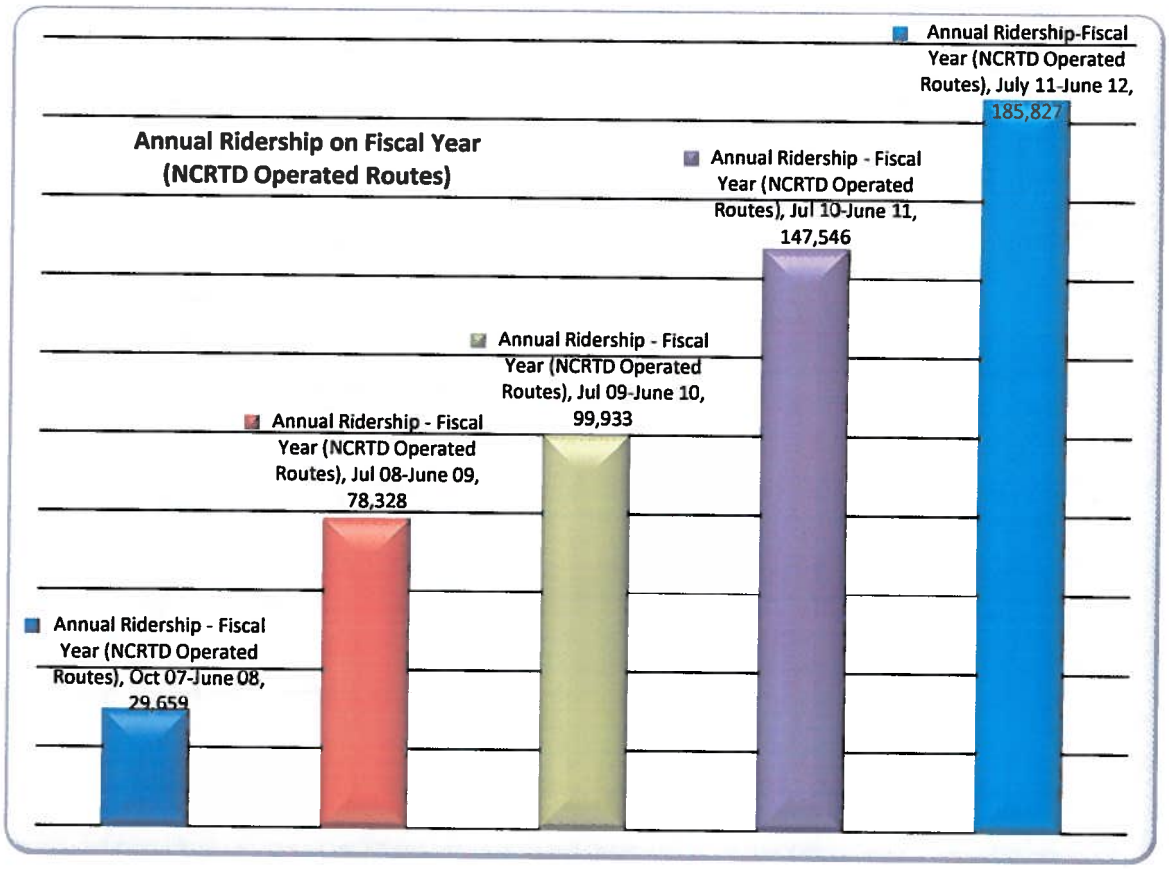
In January 2008 NCRTD hired a Contractor to expand and update the Transit Service Plan for the proposed usage of the Gross Receipts Tax (GRT). April 2008 the NCRTD Board approved the GRT resolution adopting a 1/8 of one percent tax, and in November 2008 the public voted approval of the GRT in all four counties of its service area.

The NCRTD members are four counties, three cities, and five tribal entities, with over 10,000 square miles of service area.

Presently the NCRTD has 20 fixed and commuter routes regionally, and demand response service within a 15 mile radius of the Espanola Park and Ride lot.

The NCRTD has experienced tremendous ridership growth. The chart below reflects the last five years and its progression.


Annual Ridership (all NCRTD funded routes)
Annual Ridership -Fiscal Year (all NCRTD funded routes), Oct 07-June 08, 29,659
Annual Ridership - Fiscal Year (all NCRTD funded routes), Jul 08-June 09, 78,328
Annual Ridership - Fiscal Year (all NCRTD funded routes), Jul 09-June 10, 147,942
Annual Ridership - Fiscal Year (all NCRTD funded routes), Jul 10-June 11, 374,211
Annual Ridership - Fiscal Year (all NCRTD funded routes), July 11-June 12, 431,941


Annual Ridership on Fiscal Year
(NCRTD Operated Routes)
Annual Ridership - Fiscal Year (NCRTD Operated Routes), Oct 07-June 08, 29,659
Annual Ridership - Fiscal Year (NCRTD Operated Routes), Jul 08-June 09, 78,328
Annual Ridership - Fiscal Year (NCRTD Operated Routes), Jul 09-June 10, 99,933
Annual Ridership - Fiscal Year (NCRTD Operated Routes), Jul 10-June 11, 147,546
Annual Ridership-Fiscal Year (NCRTD Operated Routes), July 11-June 12, 185,827

The purpose of this RFP is to update the existing transit Transit Service Plan by generating a comprehensive review of the districts transit needs, and by producing an updated plan for serving those needs.

2.1 PROJECT SUMMARY

The NCRTD seeks a qualified and experienced Proposer to provide a comprehensive Transit Service Plan covering a five year period. The Transit Service Plan will include:

1. Transit Services and Facilities Plan, and
2. Implementation Strategies

Geographically, the Transit Service Plan will focus on the four counties, three cities and five tribal members with connective services to the NMDOT, Park and Ride, Rail Runner train service, Santa Fe Trail's bus service, as well as Atomic City Transit in Los Alamos, the Chile Line in Taos, and Miner's Transit in Red River. The time frame of the plan shall be from 2013 through 2018.

The plans, proposals and recommendations arising out of the Transit Service Plan must consider not only mobility issues but also related topics such as

economic development, air quality, housing, job creation, environmental sustainability and energy consumption.

The Transit Service Plan will consider the general needs of the traveling public as well as the specific needs of particular sub-markets including, but not necessarily limited to, businesses, university students, K-12 school-aged children, elderly people, veterans, and people with disabilities. The Transit Service Plan will also consider people who do not use local public transportation. The Transit Service Plan will describe how non-users may be converted to users by addressing what specific barriers or objections non-users have and how NCRTD might overcome those barriers or objections.

The Transit Service Plan will include a financial component that describes the costs, both capital and operating, of undertaking plan recommendations.

The Transit Service Plan will recommend implementation strategies and metrics for plan elements, including discussion of priorities and timing issues.

An analysis of, or discussion of changes to, the organizational structure or mission of the NCRTD is specifically not requested as part of the Transit Service Plan. However, the Proposer shall provide information on staffing levels associated with any changes in levels of service.

2.3 TRANSIT NEEDS ASSESSMENT

The Proposer shall undertake a Transit Needs Assessment and shall document the results of that assessment. It is expected that the needs assessment will provide the logical basis for the formulation and evaluation of proposals, policies, components, and alternatives leading to the creation of the Transit Service Plan

The needs assessment will characterize the transit needs of people traveling within, and to and from, the four counties in the District. Transit needs will be described for both the present and future time periods, up to the year 2018. The needs assessment will include an evaluation of the existing transit system's ability to meet those travel needs, and will identify those needs which are not met by the existing system.

The needs assessment shall describe the consequences of current and future unmet transit needs in terms of mobility, rural form, economic impacts, safety, social impacts, environmental impacts and so forth.

The needs assessment shall be informed and guided by stakeholder and public involvement. The needs assessment will be subject to a process of review, comment and possible revisions, based on stakeholder, public involvement and NCRTD staff input.

Community meetings will be held in each of the counties in the following communities:

Rio Arriba:	Española Tierra Amarilla Santa Clara Pueblo Ohkay Owingeh Pueblo
Santa Fe:	Santa Fe Edgewood Eldorado Tesuque Pueblo San Ildefonso Pueblo Pojoaque Pueblo
Taos:	Taos Questa Peñasco
Los Alamos:	Los Alamos

The community meeting dates will be publicized at least two weeks prior to the meeting, and will be advertised in appropriate media, i.e. newspapers, radio, and/or flyers. Sign in sheets will be retained to verify attendance; an agenda will also be established by proposer and NCRTD staff and retained for verification. Minutes of the meeting will be kept and responses to all questions will be documented for inclusion in the Transit Service Plan.

The Transit Service Plan (TSP) developed by the Proposer will provide the following details with respect to proposed operations:

- Types, or modes, of service to be provided (fixed-route bus, demand responsible services, commuter, etc.)
- Routes and/or locations of the service
- Schedules/scheduling concepts
- Geographic service area
- Days and hours of service
- Vehicle requirements
- Staffing requirements
- Facility requirements

The Proposer shall propose a set of performance criteria against which transit options leading up to a recommended plan will be evaluated. The final recommended plan will be characterized according to these criteria. The set of evaluation criteria shall be developed in consultation with NCRTD staff, stakeholders, and public comment. The criteria should include at least the following categories:

- Level of service available to citizens of the region (including sub-groups based on user type or geography)
- Estimated ridership
- Cost to provide service
- Geographic feasibility

- Safety and health impacts
- Economic development impacts of the service
- Environmental and energy impacts of the service

To the extent that the plan requires acquisition of new vehicles, the costs of such items shall be developed on a life-cycle basis.

To the extent that new plans involve significant changes to existing service, the Proposer shall analyze and comment on the effect such changes will have on the existing ridership base and shall propose ways that such changes can be introduced with minimal adverse effect on existing riders. Throughout the planning effort, the Proposer shall recognize the distinctions between two broad market segments identified by NCRTD: 1) transit dependents and 2) choice riders.

Two members of the NCRTD operate their own system of transit services, Los Alamos County and City of Santa Fe. The NCRTD provides funding to these two members to operate regional routes approved by the NCRTD Board on an annual basis. The NCRTD also co-ordinates with the NMDOT operated Park and Ride, as well as the Rail Runner train. The proposer is NOT asked as part of this effort, to provide a detailed assessment of these systems. The Proposer is requested to provide a high-level examination of the relationship between these systems supplied services and the NCRTD supplied services with the following questions in mind:

- Is there significant overlap or duplication of services?
- What opportunities exist for the systems to coordinate services or share resources?
- What initiatives might be undertaken jointly by the entities to satisfy transit needs that are not provided by either organization acting alone?

As further information to proposers, the following issues should be addressed by the plan:

- What is an optimal transportation plan for the NCRTD now and five years from now?
- Is the NCRTD effectively leveraging their strengths and optimizing their resources? Are there services or relationships that should develop out of collaboration? Is there a duplication of services and efforts?
- Are there existing services that should no longer be provided?
- Is the method of delivery appropriate or is there another better approach?
- What factors must be measured to determine the success of each transportation mode/initiative?
- What current transportation programs/initiatives are successful? How successful are they? What makes them successful?

- What current transportation programs/initiatives are not successful? Why not? Should these transportation programs/initiatives be improved and kept, or be cut? If these programs/initiatives should be kept, what specifically should be done to improve them to make them successful? What is the cost-benefit for improving each under-performing transportation program/initiative?

- What services and planning efforts are being duplicated among NCRTD and other local stakeholders? What opportunities for collaboration exist and how does NCRTD move toward further collaboration with each stakeholder?

The Transit Service Plan will also provide Implementation Strategies for accomplishing the recommendations contained in the Plan. Whereas the Transit Service Plan is envisioned as a description of a desired future state, the Implementation Strategies should be designed to tell the NCRTD how to get there.

The Proposer shall include, as part of the implementation strategies, a set of recommendations for monitoring on-going achievement of plan objectives.

2.4 FUNDING AND REVENUE STRATEGIES

The Proposer shall identify strategies for funding the improvements recommended in the NCRTD. The funding strategies must address how NCRTD might pay for both capital improvements and on-going operations. Funding strategies may include the use of existing funding sources as well as funding sources not yet in place. If suggested funding sources are not yet in existence, the proposer shall outline the steps needed to establish those funding sources, describe possible challenges to establishing those sources, and provide a description of the steps NCRTD might take to establish the suggested funding source.

Currently the NCRTD funding sources are Federal Grants, 5311, 5316, Tribal Transit (5311(c)), Transit Gross Receipts Tax and an annual contribution from Los Alamos County. The NCRTD operates a free fare system except for a nominal charge for demand response services.

2.5 DELIVERABLES

The following deliverables are suggested by NCRTD as the logical outcomes of the required services described above. However, the proposer is welcome to suggest an alternative set of deliverables that reflects the nature of their proposed planning process.

- Executive Summary
- Needs Assessment Report
- Preliminary Options Report
- Recommended Transit Service Plan
- Implementation Strategies
- Funding Strategies
- Stakeholder Involvement Record

Each deliverable shall be transmitted to NCRTD in draft form, and will be subject to a two-stage review process. NCRTD staff will review the draft and advise the proposer of needed changes. When the changes have been made, the proposer will be advised to produce a draft for Board of Directors presentation and review. Additional changes to the document may be required after the Board of Directors process.

Media and file formats: Reports shall be delivered to NCRTD in a current version of Microsoft Word. Presentations shall be produced and delivered in Microsoft Power Point, and public versions will be delivered in .pdf format.

Reports are to be dated and identified as either draft or final, as appropriate. Submittal of final reports shall be accompanied by the files, in their native format, that were used to generate graphics displayed in the reports.

2.6 TIMETABLE AND BUDGET

At the start of the project, the proposer will be expected to produce a project timetable that lists major tasks with their starting and ending dates. Meetings and deliverables should be included as milestones on the timetable. The proposer shall update and resubmit the timetable as conditions warrant.

At the start of the project, the proposer will provide a task-by-task budget. The budget will be constructed in a way that allows the proposer and the NCRTD Project Manager to monitor project financial performance and take corrective actions in a timely manner.

The desired timetable for project completion is 6-8 months from the date of contract execution. Proposers may, however, propose a longer timeline if they feel the proposed work cannot be completed within the 6-8 month period.

2.7 PROJECT MANAGEMENT AND REPORTING

The proposer shall name a single point of contact for the project, and all communications between NCRTD and the proposer shall be through that individual.

NCRTD Executive Director Anthony J. Mortillaro or his designee will be the NCRTD Project Manager for this effort and shall be the proposer's primary contact. Although from time-to-time the proposer may be directed to talk to others, the proposer shall keep the NCRTD Project Manager advised of all communications with other NCRTD staff.

The proposer will submit regular progress reports to the NCRTD Project Manager indicating the status of the project relative to the original budget and timeline. The progress reports shall note any instances of expected deviations from the original project budget and timeline, and shall either describe corrective actions, or offer a revised budget and timeline to meet the new circumstances. Adjustments to the total budget will be strongly discouraged, but re-allocation of existing budget among tasks will be considered.

SECTION 3 - INSTRUCTIONS TO PROPOSERS

ACCEPTANCE PERIOD

Proposals and subsequent offers shall be valid for a period of ninety (90) days after submittal to NCRTD.

3.1 PROPOSER COMMUNICATIONS AND REQUEST

a. All correspondence and/or contact concerning any aspect of this solicitation or offers shall be with the Contracting Officer. Proposers and their representatives shall not make any contact with or communicate with any members of NCRTD, or its employees and proposers, other than the Contracting Officer concerning any aspect of this solicitation or offers. Proposers may be disqualified if any unsolicited contact related to this RFP is made with an employee or representative of NCRTD other than the Contracting Officer.

b. At any time during this procurement up to the time specified, proposer's may request in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addenda to the RFP. Requests may include suggested substitutes for specified tasks. Such written requests shall be made to the Contracting Officer. The proposer making the request shall be responsible for its proper delivery to NCRTD. NCRTD will not respond to oral requests. Any request for a change to any requirement of the contract documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written requests shall be provided by the NCRTD in the form of addenda only. Only written responses provided as addenda shall be official and no other forms of communication with any officer, employee, or agent of the NCRTD shall be binding on NCRTD

c. The proposer's Request for Clarifications must be received by the date indicated in the Solicitation Schedule located in this RFP.

d. If it should appear to a prospective proposer that the Scope of Services, is not sufficiently described or explained in the RFP or Contract documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state, local law, ordinance, rule, regulation, or other standard or requirement, the proposer shall submit a written request for clarification to the NCRTD within the time period specified.

3.2 CONDITIONS, EXCEPTIONS, RESERVATIONS OR UNDERSTANDING

a. Proposals stating conditions, exceptions, reservations or understandings (hereinafter deviations) relating to the RFP may be rejected.

b. Any and all deviations must be explicitly, fully and separately stated in the proposal by setting forth at a minimum the specific reasons for each deviation so that it can be fully considered and evaluated by NCRTD. All deviations found to be unacceptable shall be evaluated in accordance with the appropriate evaluation criteria and procedures, but may result in the proposer receiving a less favorable evaluation than without the deviation.

3.3 REQUIREMENTS FOR RFP RESPONSE

Proposers shall submit one (1) original-unbound and four (4) bound copies of their proposal that must include the following:

a. Letter of Transmittal

The Letter of Transmittal shall be addressed to Anthony J. Mortillaro, Executive Director and must, at a minimum, contain the following:

1. Identification of the offering firm(s) and proposal contact, including name, address, telephone and facsimile numbers, email, and firm web site.

2. Acknowledgment of RFP addenda, if any. An "Addenda" form is included in the Required Forms and Certifications section of this RFP.

3. Name, title and contact information for vendor representative who will be the point of contact on all issues regarding this RFP.

4. A statement to the effect the proposal shall remain valid for a period of not less than 90 days from the date of submittal or Proposal due date, whichever is later.

5. Signature of person authorized to bind the offering firm to the terms of the proposal.

b. Qualifications and References

1. Describe the company, including history, mission and nature of work, number of employees and office location(s).

2. Qualifications and capabilities of the staff to be assigned to NCRTD's contract including licenses, certifications, and years of experience.

c. Experience and Capacity

1. Provide a minimum of three clients, preferably public transit or governmental agencies, that the firm has provided services similar to NCRTD's requirements. Provide the address, phone number, email (if available) and contact name for the clients. Provide name(s) of staff from proposing firm that worked on the project.

2. Discussion and evidence of successful Transit Service Plans that proposer has developed. Proposer must state what measurements it used to determine that the Transit Service Plans have been successful.

d. Understanding of major work elements and project

1. This section shall clearly convey that the consultant understands the nature of the work, and issues related to providing the updated service plan for the District.

e. Approach and Management Plan

1. This section shall provide the firm's/team's proposed approach and management plan for providing the services. Include an organization chart showing the proposed relationships among consultant staff, District staff and any other parties that may have a significant role in the delivery of this project.

f. Staffing Plan

1. The proposal shall provide a staffing plan and an estimate of the total hours (detailed by position) required for each task included in the scope of services. Discuss the workload, both current and anticipated, for all Key Team Members, and their capacity to perform the requested services for the NCRTD transit service plan update according to your proposed schedule.

g. Work Plan and Schedule

1. This section shall include a description and schedule of how each task deliverable of the project will be completed. The Work Plan should be in sufficient detail to demonstrate a clear understanding of the project. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates and review periods for each submittal. Discuss the firm/team's approach for completing the requested services for this project on schedule.

h. Cost Control

1. Provide information on how the firm/team will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.

i. Cost

1. Provide a detailed cost proposal for the project including costs by task for consultant labor and other direct costs.

3.4 MODIFICATION OR WITHDRAWAL OF PROPOSALS

A modification of any part of a proposal already received will be accepted by NCRTD only if the modification is received prior to the Proposal Due Date.

A proposer may withdraw the entire proposal already received prior to the Proposal Due Date by submitting a written request for withdrawal executed by the proposer's authorized representative. After the proposed Due Date, a proposal may be withdrawn only if NCRTD fails to award the Contract within the proposal validity period or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of a proposer to submit another proposal within the time set for receipt of proposals.

This provision for modification and withdrawal of proposals may not be utilized by a proposer as a means to submit a late proposal and, as such, will not alter NCRTD's right to reject a late proposal.

3.5 PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

b. General Information

1. Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described in this section. Subject to the NCRTD's right to reject any or all proposals, the proposer will be selected whose proposal is found to be most advantageous to NCRTD, based upon consideration of the criteria. During the initial review of proposals, NCRTD reserves the right to request clarification of minor issues from any proposer to assure a complete understanding of their offer and to adjust any evaluations made with incorrect or unclear information.

2. NCRTD will consider all the material submitted by the proposer and related evidence NCRTD may obtain to determine whether the proposer is capable of and has a history of successfully completing contracts of the type solicited. A clear and complete response to the solicitation is critical so that the evaluation team may adequately understand all aspects of the proposal.

3. Proposer's shall furnish acceptable evidence of their ability to perform, such as financial stability and the ability to obtain the necessary personnel when requested by NCRTD. Refusal to provide requested information may cause the proposal to be

rejected.

4. The evaluation team will make such investigations as are considered necessary for complete evaluation. The evaluation team will employ those evaluation criteria set forth in this RFP or in addenda that may be issued. The evaluation criteria shall be deemed to include any unstated sub criterion that logically might be included within the scope of the stated criterion.

5. NCRTD reserves the right to select proposals that are in a competitive range, conduct discussions, and request Best and Final Offers. NCRTD also reserves the right to make an award without discussions or requesting Best and Final Offers.

6. After reviewing Proposals, NCRTD has the right to invite none, one, or more proposers to make a presentation and be interviewed at NCRTD offices. The decision to invite none, one, or more proposers to make a presentation and be interviewed will be at NCRTD's sole discretion and not open to negotiation with proposers who are, or are not, invited to present their Proposals and be interviewed. Not all proposers may be invited. Proposers who are invited to make a presentation and be interviewed do so at their own expense and are not guaranteed award of a Contract. NCRTD will not reimburse any expenses incurred by a proposer.

7. Proposers making presentations are solely responsible for communicating their ideas, solutions, strengths, etc. within the time limit provided for their presentation and interview. NCRTD is not responsible for communication the proposer fails to provide within the time limit allowed. Proposers will be made aware of the time limit when a presentation and interview are scheduled.

8. While NCRTD may make available the audio-visual equipment it has available on site for proposers to use during their presentation and interviews, NCRTD is not responsible for equipment failures or power outages, and will not be obligated to schedule another presentation or interview for the proposer should equipment failures or power outages affect the proposers presentations and interviews. Proposers are welcome to bring their own equipment as appropriate.

9. It is the responsibility of the proposer to submit a clear and complete Proposal. Proposers must not assume that they will have another opportunity (presentation, interview or otherwise) to clarify or further discuss their capabilities/qualifications beyond the Proposal they submit.

c. Opening of Proposals

Proposals will not be publicly opened. All proposals and evaluations will be kept strictly confidential, as allowed by law, throughout the evaluation, negotiation and selection process. Only the members of the evaluation team and other NCRTD officials, employees and agents that have a legitimate interest will be provided access to the proposals and evaluation results during this period.

d. Evaluation Criteria

The selection of a successful proposer will be based on the following criteria:

1. Quality and approach of proposal:

   a. Proven experience of firm
   b. Proven experience of staff proposed to work on this project
   c. Understanding of objectives
   d. Methodology and procedures
   e. Work plan/schedules/time lines

2. Cost and/or fees;

3. Organizational, personnel and resources:

   a. Organization and management
   b. Experience and qualifications of proposed staff

4. Conformance to Requirements and Specification: The degree to which the proposer and content of the proposal meet the requirements of the RFP.

j. Evaluation Procedures

1. NCRTD may conduct at its sole discretion discussions with all proposers. The extent of discussions/demonstrations will vary with the nature and the quality of the proposals. The basic purposes of the discussions are to review any shortcomings or deficiencies in the proposal, to discuss any listed deviations or exceptions, to clarify any information or questions the evaluation team may have concerning the proposal.

2. Evaluations will be made in accordance with all of the evaluation criteria and procedures. NCRTD will select for any award the highest ranked proposal from a responsible, qualified proposer, which does not render this procurement financially infeasible, and is judged to be most advantageous to NCRTD based on consideration of the Evaluation Criteria.

k. Confidentiality of Proposals

1. Access to government records is governed by State of New Mexico law. Except as otherwise required by State Statutes, the NCRTD will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial information, which a proposer believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket- type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

2. The proposer shall submit proprietary information, trade secrets or confidential commercial and financial information, which a proposer believes should be exempted from disclosure, in a separate volume specifically identified and marked as such as an appendix to the proposal.

3. Upon a request for records from a third party regarding this proposal, NCRTD will notify in writing the party involved. The involved proposer shall indemnify NCRTD's defense costs associated with its refusal to produce such identified information; otherwise, the requested information may be released.

4. NCRTD shall employ sound business practices no less diligent than those used for NCRTD's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by proposer's and the proposer pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the State of New Mexico laws against disclosure of such information and material to third parties except as permitted by the Contract. The proposer shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by NCRTD in its sole discretion, bears appropriate notice relating to its confidential character.

3.6 RESPONSE TO PROPOSALS

a. Notice of Award : The contract shall be deemed to include all provisions of this RFP, and all provisions required in public contracts by local, state and federal law.

b. Notice to Unsuccessful Proposers: NCRTD will inform unsuccessful proposers who were within the competitive range at the time negotiations closed of the following information:

1. The number of prospective proposers solicited by the NCRTD;
2. The number of proposals NCRTD received; and
3. The name of the successful proposer.

NCRTD will try to give the notice under this paragraph promptly after contract award. NCRTD's failure to give that notice shall not be deemed to affect the validity of the contract.

c. Acceptance/Rejection of Proposals

1. NCRTD reserves the right to reject any or all proposals for any reason it deems valid at its sole discretion, to undertake discussions with one or more proposers, and to accept that proposal or modified proposal which, in its judgment will be most advantageous to NCRTD, price and other evaluation criteria considered. NCRTD reserves the right to consider any specific proposal that is conditional or not prepared in accordance with the instructions and requirements of this RFP to be noncompetitive. NCRTD reserves the right to waive any defects, or minor informalities or irregularities in any proposal that do not materially affect the proposal or prejudice other proposer's.

2. If there is any evidence indicating that two or more Proposer's are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Proposer's shall be rejected and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by NCRTD.

3. NCRTD may reject a proposal that includes unacceptable deviations.

d. Single Proposal Response

If only one proposal is received and it is found by NCRTD to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for NCRTD of the detailed price/cost proposal in order to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to a purchase of similar quantity, involving similar specifications and in a similar period. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is

impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable, and reasonable. Any such analyses and the results there from shall not obligate NCRTD to accept such a single proposal; and NCRTD may reject such proposal at its sole discretion.

e. Cancellation of Procurement

NCRTD reserves the right to cancel the procurement, for any reason at its sole discretion, at any time before the Contract is fully approved and executed on behalf of NCRTD. NCRTD will not pay Proposers any costs incurred in the preparation of a proposal responding to this RFP.

SECTION 4 - SPECIAL PROVISIONS

CONTRACT DOCUMENTS

All parts of the Contract Documents are intended to be correlated so that any work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. Wherever conflicting, contradictory, or redundant statements exist between the Scope of Services and the other sections of the RFP document, the other sections of the RFP take precedence.

4.1 MODIFICATION TO CONTRACT

a. Written Change Orders

Oral change orders are not permitted. No change in the contract shall be made unless NCRTD gives prior written approval. The Proposer shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract signed by NCRTD. A properly executed change order takes precedence over previous executed contract provisions.

b. Change Order Procedure

Within fifteen (15) calendar days after receipt of the written change order to modify the contract, the Proposer shall submit to NCRTD a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the

Proposer and NCRTD. At this time, a detailed modification shall be executed in writing by both parties.

4.2 TERM OF CONTRACT AND RENEWAL

a. The Contract will be for the creation and submission of Deliverables as specified in this RFP. All Deliverables must be accepted by NCRTD to be deemed to meet the requirements of the RFP and resulting contract. Upon pre-award approval by the NCRTD Board of Directors, NCRTD will issue a One (1) year Contract. Upon Award, the Proposer will begin work and maintain a schedule set forth in the Time Line presented in their Proposal and agreed upon by NCRTD.

b. Change Orders to extend the term of the Contract may be made by NCRTD.

4.3 RESERVED RIGHTS OF NCRTD IN SOLICITATION PROCESS

In addition to all other rights of NCRTD under New Mexico and Federal law, NCRTD reserves the following:

a. NCRTD reserves the right to rank firms and negotiate with the highest ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

b. NCRTD reserves the right to select the proposal that it believes will serve the best interest of NCRTD.

c. NCRTD reserves the right to reject any and all proposals.

d. NCRTD reserves the right to remedy or waive technical or immaterial errors in the RFP.

e. NCRTD reserves the right to request any necessary clarifications or proposal data without changing the terms.

f. NCRTD reserves the right to make selection of the proposer to perform the services required based on the original proposals without negotiations.

g. NCRTD reserves the right to make all final determination as to whether the services and scope of service have been satisfactorily completed.

4.4 PROTEST PROCEDURES

a. General Procedures

1. Any proposer or proposer whose direct economic interest would be affected by the award of the Contract or the failure to award the Contract may file a protest, claim or dispute with NCRTD pursuant to the protest procedures attached hereto as Exhibit # B prior to filing any protest,

claim or dispute with the NCRTD.

2. Protests, claims or disputes, where applicable, shall be in writing and filed with NCRTD directed to the Executive Director 1327 North Riverside Drive, Espanola, New Mexico 87532. Failure To Comply With Any Of The Requirements May Result In Rejection Of The Protest.

REQUIRED FORMS AND CERTIFICATIONS

ADDENDA

The undersigned acknowledges receipt of the following addenda to the document:

Addendum No. , Dated _____

Addendum No. , Dated _____

Addendum No. , Dated _____

Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the offer.

The undersigned understands that any conditions stated above, clarifications made to above or information submitted on or with this form other than that requested, will render bid unresponsive.

_____

(Name of Individual, Partnership or Corporation)

_____

(Address)

_____

(Authorized Signature)

_____

(Date)

AGREEMENT OF GOODS and SERVICES

To: North Central Regional Transit District
1327 North Riverside Drive
Espanola, NM 87532

The undersigned hereby agrees to furnish the goods and services as listed below in accordance with the specifications which have been carefully examined and are attached.

Signed: _____

Printed Name: _____

_____ Title: _____

Date: _____ Telephone: _____

For (Company): _____

Address:

_____

CERTIFICATE OF NON COLLUSION

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Bidder or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);

2. That the attached bid has been arrived at by the Bidder independently and has been submitted without collusion and without any agreement, understanding, or planned course of action with any other vendor of materials, supplies, equipment, or service described in the Invitation for Bid, designed to limit independent bids or competition;

3. That the contents of the bid has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bidder, and will not be communicated to any such person prior to the official opening of the proposals; and,

4. That I have fully informed myself regarding the accuracy of the statement made in this affidavit.

Signed _____

Firm Name _____

Subscribed and sworn to before me this _____ day of _____ , 2012

Notary Public

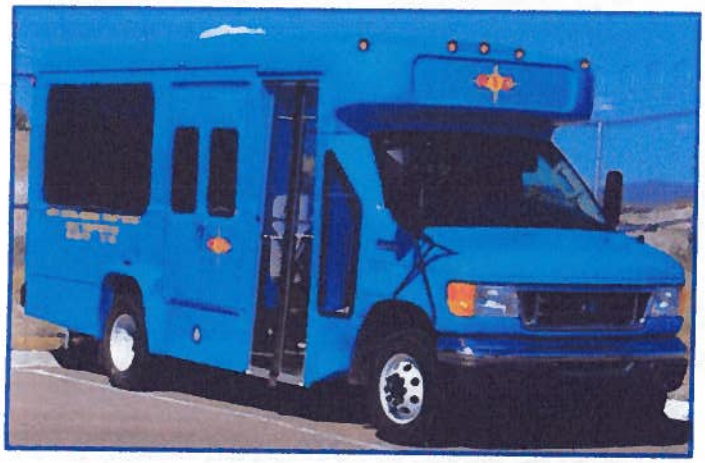
My commission expires _____ ,

Proposers E.I. Number _____
(Number used on employer's Quarterly Federal Tax Return)

Exhibit A

Existing Transit Service Plan

North Central Regional Transit District (NCRTD) Update of the 2006 Service Plan 2008-2013



NEW MEXICO RAIL RUNNER

October 2008

Gannett Fleming West, Inc.

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I. EXECUTIVE SUMMARY

In May of 2006, the NCRTD was presented with a comprehensive Service Plan.

It included four key elements that gave the NCRTD clear direction for many years.

1) Role of the NCRTD
    - Coordination of existing services in the three county areas leading to consolidation where appropriate. (Taos County joined the NCRTD in March 2008).
2) Service Improvements
    - Expansion of existing local service and introduction of regional connections based on the model of a regional network of services.
3) Cost for service
    - To fully implement the 2006 Plan the annual cost would range from $5 million to eventually graduating to an $8 million full service program annually.
4) Options to pay for service
    - Introduce a Gross Receipt Tax as soon as possible.
    - Aggressively pursue all appropriate and eligible state and federal grants.
    - Establish a regional fare structure that encourages ridership.
    - Seek local municipal contributions as an additional means to provide matching funds.

This update is a continuation of the adopted 2006 Service Plan. Since the lack of stable local funds to support the NCRTD has yet to be realized, the plan is still relevant and continues to provide a clear and realistic path for success. This Service Plan is subject to review and adjustment as needed to accommodate the area and ridership demands.

When the NCRTD was formed in 2004 there was significant interest to make sure the citizens represented in the boundaries of the NCRTD would see new opportunities for mobility and access to critical services. In the short time the system has been operating the demand for more and better mobility options has dominated the issues confronting the Agency. Because of the lack of state and federal funds the NCRTD has provided only a minimal level of service to many parts of the Region. Residents have had hopes that the RTD would meet their specific mobility needs but the lack of stable funding has left residents isolated with minimal choice. As recently as November 2007, the State Department of Transportation presented a "Transportation Focus on the Future" report that concluded that to meet just 20% of the identified statewide rural public transportation needs, over $30 million per year is needed. This would provide just the basic service to many areas of the state and indeed falls far short in addressing the true lifeline mobility needs of the residents.

Two additional studies and regional efforts have been presented in August 2008. The Northern New Mexico Regional Economic Development Institute presented the Progress through Partnership Project. It is important to note that the NCRTD is a partner in this project. All four counties that comprise this study group are members of the RTD. Also in August 2008, the results and recommendations from the New Mexico First Organization's town hall meeting were presented. The meeting's theme was Sustainable Transportation: Paying Our Way From Here to There. The findings were not exclusively about roads and highways - public transportation was discussed and was included in the mix of issues and options that must be considered.

The NCRTD agrees with these studies and finds it unacceptable to allow the lifeline services to fall significantly short of the expressed demand and is committed to address the problem.

Although faced with many challenges over the last two years, the NCRTD has made an impressive start. There is much more to do and this update looks at what milestones have been met and provides a series of recommendations as to what is next in meeting the key elements of the 2006 Service Plan.

Significant milestones to date:

- Adoption of Mission Statement.
- Adoption of Goal and Objectives which now guide the District.
- Consolidation in July 2007 of the Española-Rio Arriba transit service.
- Implemented eleven fixed routes.
- Management of the shuttle service which started in April 2007 between Eldorado and Santa Fe.
- Opening Celebration - October 5, 2007.
- NCRTD started operating service on October 2007.
- Addition of Taos County to the NCRTD in March 2008.
- Implementation of new mid-day service to Los Alamos.
- Coordinated grant applications with Rio Arriba County, City of Española, NCRTD and the Tribal Governments.
- Adoption of a regional fare policy.
- The development of a downtown transit exchange in Espanola. Provides easy connections and transfers to all busses traveling to and from downtown Espanola.
- Action leading to a stable, reliable funding source.
- Coordinated service expansion plans with existing providers.
- Growth in ridership. From October 2007 to August 2008 a 122% increase was realized.
- Establishment of a fleet management plan.
- Award of Federal funding for major capital projects.
- Service to Santa Clara, Tesuque Pueblos, and Ohkay Owingeh.
- NCRTD Website.
- NCRTD TV Commercial.

II. MISSION STATEMENT, GOALS AND CURRENT CONDITIONS

The Mission of the NCRDT is to provide safe, secure and effective public transportation within North Central New Mexico, in order to enhance the quality of life of our citizens, by providing mobility options and to spur economic development throughout the region.

The six Goals as presented in Section II of this update have clearly served as guiding principles for the NCRTD. These goals provide the basis and rationale for having the Regional Transit District.

Goal 1 and 3 are the most critical in the early development of the RTD and the Agency must move forward aggressively to see that these goals are realized. The citizens deserve access to the most critical lifeline services. These services are defined as an indispensable trip, such as for medical, education and employment and are the most basic and real in terms of need.

Goal 1: Establish a reliable and adequate source of financing for NCRTD transit services.

Goal 2: Increase personal mobility so that more people can contribute to, and participate in, the economic and social life of the larger community.

Goal 3: Ensure that citizens of the NCRTD have access to critical lifeline services.

Goal 4: Ensure that the NCRTD Service Plan is consistent and complementary to the Regional Transportation Policy Plan.

Goal 5: Refine a set of performance targets that permits the Board to make decisions to maximize the use of all funds made available to the NCRTD.

Goal 6: Reduce dependence on the private auto to contribute to improved air quality, reduce urban sprawl and lower levels of traffic congestion.

The NCRTD is now at a critical juncture as it debates "what it is and what it should be". The Board has reviewed the established Goals and Objectives adopted in 2006 to determine how best to move forward. The results of that survey and the conclusions reached at the March 14, 2008 Board Retreat have been incorporated into this Update.

The next step in the evolution of the NCRTD is to implement Goal #1. "Establish a reliable and adequate source of financing for NCRTD transit service".

Why?

The uncertainty of any state or federal funding to provide the needed financial resources is real. The opportunity for a state public transit fund continues to be debated but no foreseeable solution is at hand. The Legislature will include the issue of sustainable public transportation funding as part of the 2009 Legislative session. It is important to note that the Legislature has authorized the establishment of RTD's, including the funding mechanism.

Federal grant funding continues to be illusive as well. The NCRTD has applied for many grants and has been funded on a partial basis. Although the NCRTD has received a grant for buses, vans, shelters, and bus stop signs, the fate of their newest grant application for a maintenance/operation and administration facility is pending. In addition the NCRTD will continue to apply for Federal Tribal Funds.

The substantial local contributions by NCRTD members for grant matching purposes is to be commended but these contributions also have long-term uncertainty.
In order for the citizens of the NCRTD to fully support the public transportation opportunities of now and in the future, they must be certain that the service is and will be available in a stable, ongoing and reliable form. In addition, the public will constantly evaluate the level and quality of service provided.

The value of the service currently being provided by the NCRTD is critical to a limited clientele, but the broad appeal to the general population is limited without significant service improvements and funding throughout the region.

Goal # 2 and 3. Increase personal mobility and access to critical lifeline services.

The consultant team looked at what transit services are currently being provided to the citizens of the NCRTD area and what **increased** service would look like in each of the four Counties as well as the Pueblos.

Increased service remains one of the top priorities for those passengers dependent upon public transit. Increased service would improve the flexibility for passengers offering more choice and travel options. Offering more service provides a greater incentive for new users to access public transit. Increased service opens the door for residents in more remote areas to access employment as well as shopping, recreation and medical services that might never have had the opportunity to do before.

Goal # 4. The consultant team has reviewed the "Transportation Focus on the Future" report dated November 2007. This report was prepared by Cambridge Systematic at the direction of New Mexico's Office of Lieutenant Governor. The conclusions of the "Sustainable Transportation Town Hall" report of August 2008 developed by the NMDOT and the NM Association of Regional Councils and the "North Central Regional Economic Strategic Plan" are currently being developed in partnership with the Counties of Santa Fe, Rio Arriba, Los Alamos and Taos.

The report provided significant insight into the quandary New Mexico has, to support the overall transportation of the State. Throughout the document there was reference to the need for public transportation both in an urban and rural setting. The most dramatic information came from the results of a study conducted by AARP. The Senior Transportation Study concluded that the needs of the seniors will become even more significant in the coming years with the aging of the population. The report's conclusion was that much more must be done to address the shortfall between needs and actual service.

The "Focus on the Future" report also stated that to meet 20% of identified statewide rural public transit needs over $30 million per year is needed.

The consultant study team finds that the action being taken by the NCRTD to seek local funding shows real leadership in tackling a major transportation problem for a significant portion of the population. The NCRTD Board is to be commended for their approach and vision for the future. The recommended improvements in this update will go a long way to address the issues raised in the Focus on the Future and the AARP report.

Goal # 5 NCRTD is developing this regional transit program in concert with the Counties and local communities with its boundaries.

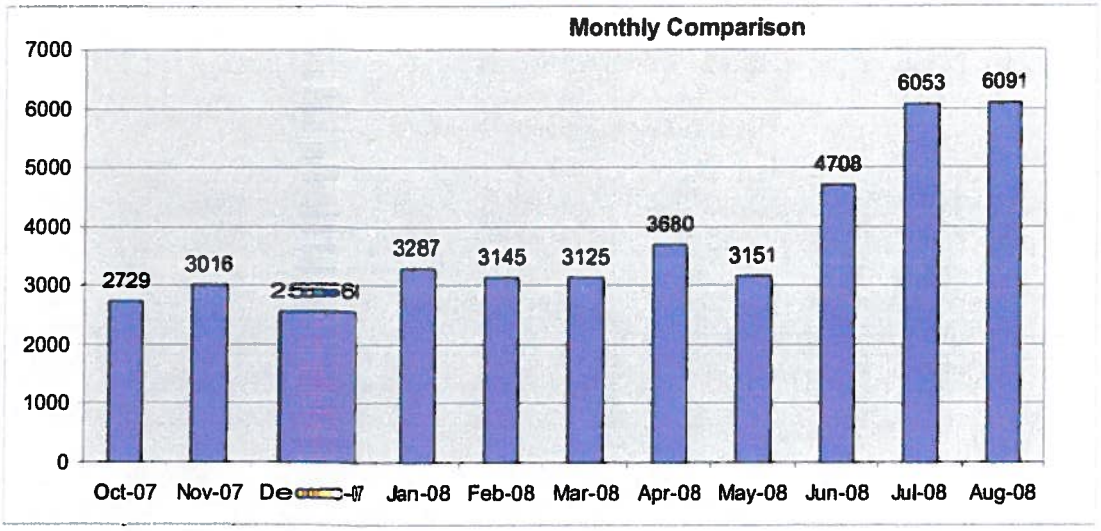
These performance measures provided by the DOT would include such statistics as those shown in the following table. Note – these measures will be updated in 2010.

Table 1- Performance Measures

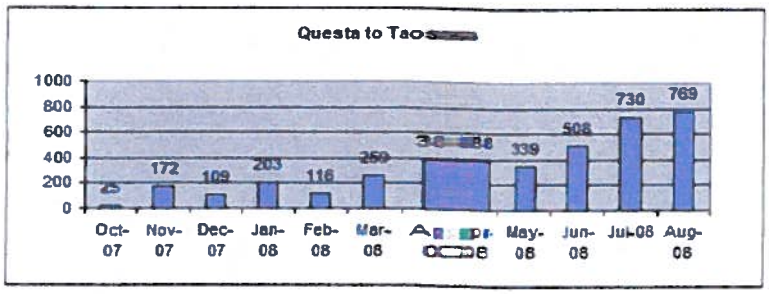
Total Trips		Operating Cost per Veh. Hour
Vehicle Hours		Operating Cost per Veh. Mile
Vehicle Miles		Passengers per Veh. Mile
Cost per Passenger Trip		Fare Recovery Ratio
Cost per Vehicle Mile		
Cost per Vehicle Hour		

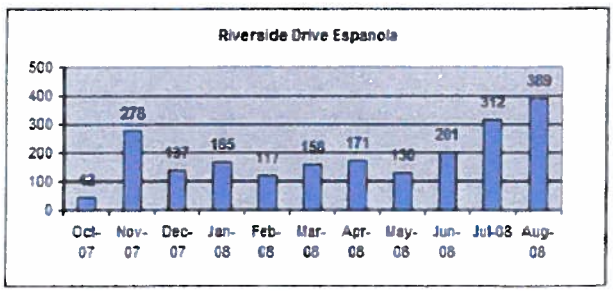
Goal #6 Reduce dependence on the auto, improve air quality.
The NCRTD has aggressively pursued a partnership with the State DOT and SECA to reduce the dependence on the private auto by supporting peak time commuter option services. More regional connection is needed and is proposed in this study. Now with the Rail Runner soon to begin service to Santa Fe, the NCRTD is preparing to implement feeder service to and from the train.

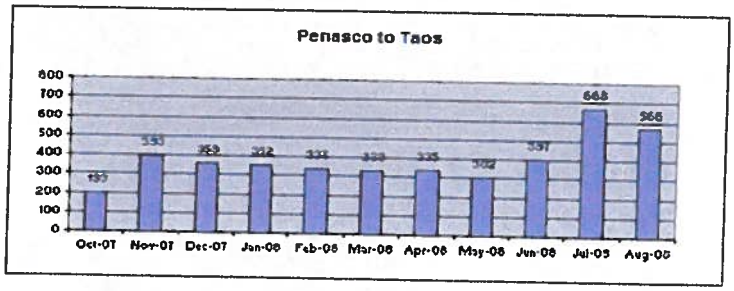
Current NCRTD Ridership - August 2008

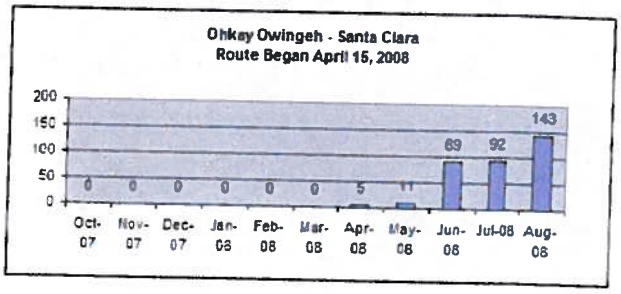


Oct-07	First month of operation
Nov-08	Free fare month
Dec-07	Schools closed for snow and Holidays
Jan-08	Promotion of RTD
Feb-08	Short month and holiday
Mar-08	Demand response decline/cold weather
Apr-08	18% increase
May-08	17% decrease - holiday and spring school break reduces riders
Jun-08	49.5% increase in ridership-free month-gas prices
Jul-08	28.5% increase in ridership-free month-gas prices
Aug-08	Increase of 38 trips






Penasco to Taos
Oct-07 Nov-07 Dec-07 Jan-08 Feb-08 Mar-08 Apr-08 May-08 Jun-08 Jul-08 Aug-08


Ohkay Owingeh - Santa Clara
Route Began April 15, 2008
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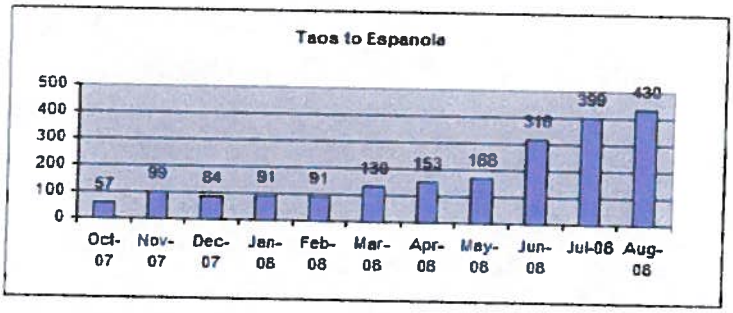
Taos to Espanola
57 99 84 91 91 130 153 168 318 399 430
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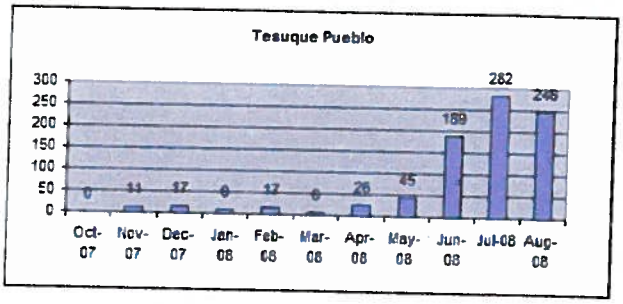
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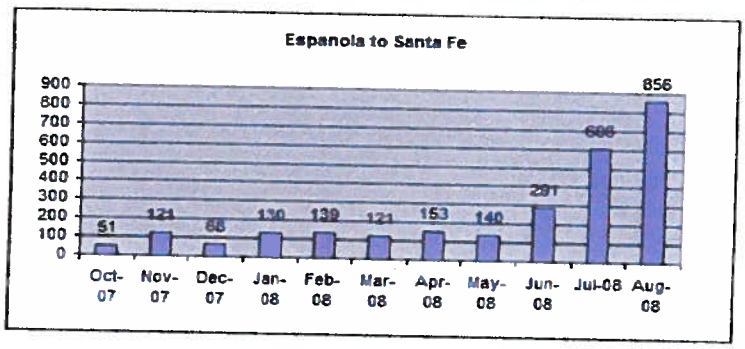
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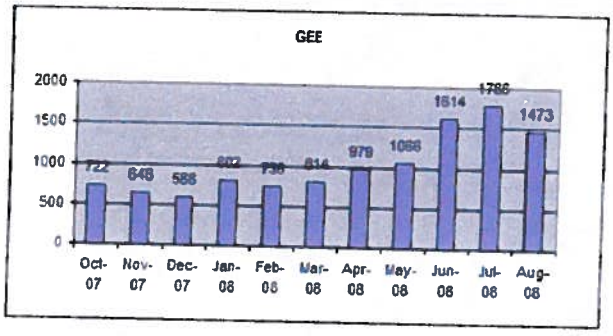
GEE
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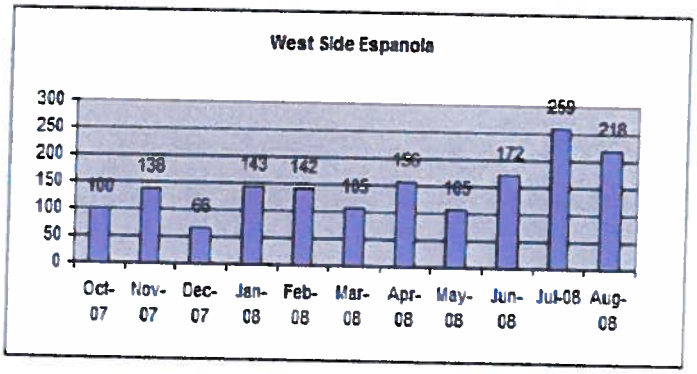
West Side Espanola
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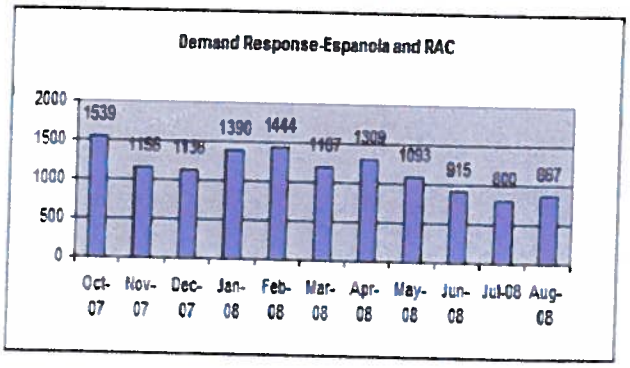
Demand Response-Espanola and RAC
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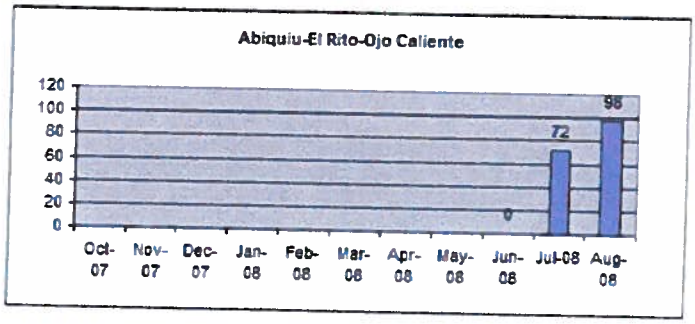
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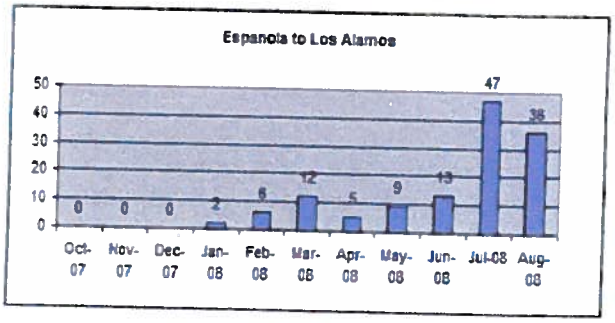
Espanola to Los Alamos
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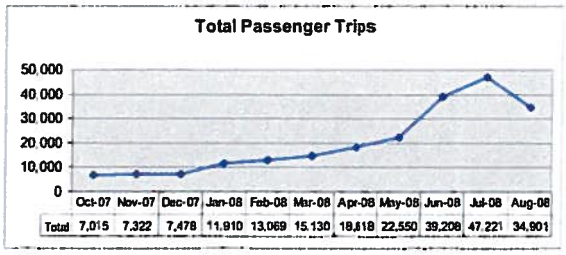
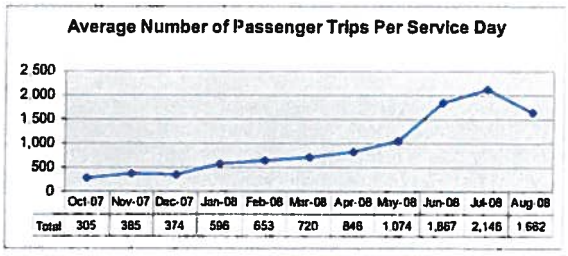
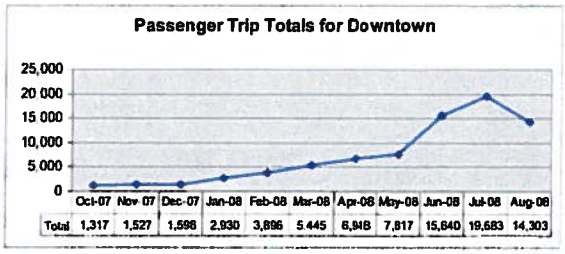
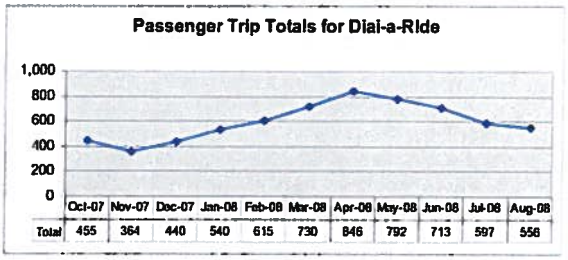
Atomic City Transit - August 2008 Ridership Report

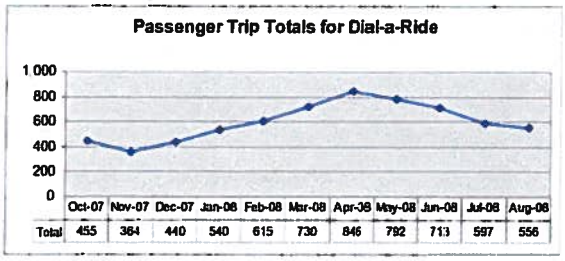
ATOMIC CITY TRANSIT

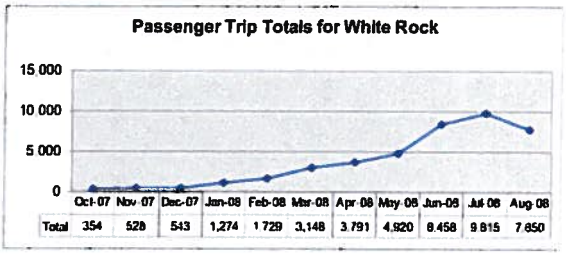


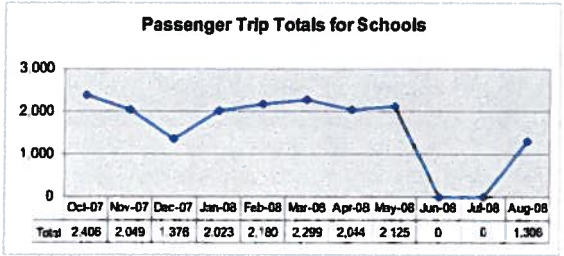

Average Number of Passenger Trips Per Service Day
2,500
2,000
1,500
1,000
500
0
Oct-07 Nov-07 Dec-07 Jan-08 Feb-08 Mar-08 Apr-08 May-08 Jun-08 Jul-08 Aug-08
Total 305 385 374 596 653 720 846 1,074 1,867 2,146 1,682

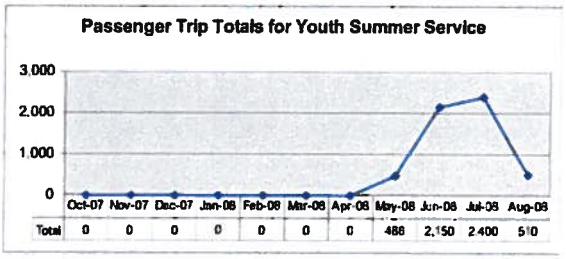


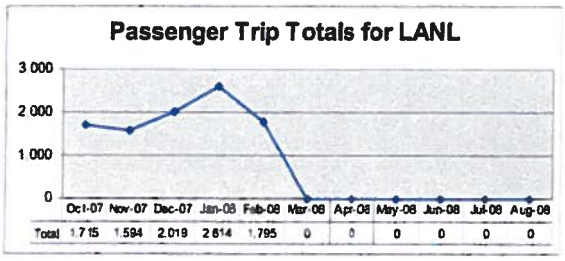


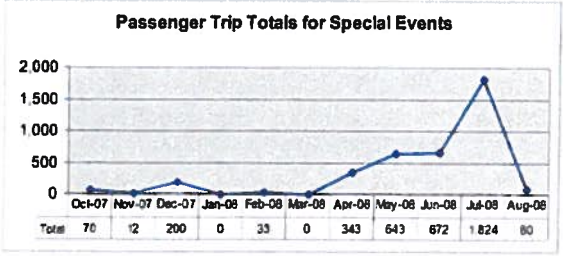







Passenger Trip Totals for Youth Summer Service
3,000
2,000
1,000
0
Oct-07 Nov-07 Dec-07 Jan-08 Feb-08 Mar-08 Apr-08 May-08 Jun-08 Jul-08 Aug-08
Total 0 0 0 0 0 0 0 488 2,150 2,400 510


Passenger Trip Totals for LANL
3,000
2,000
1,000
0
Oct-07 Nov-07 Dec-07 Jan-08 Feb-08 Mar-08 Apr-08 May-08 Jun-08 Jul-08 Aug-08
Total 1,715 1,594 2,019 2,614 1,795 0 0 0 0 0 0


Passenger Trip Totals for Special Events
2,000
1,500
1,000
500
0
Oct-07 Nov-07 Dec-07 Jan-08 Feb-08 Mar-08 Apr-08 May-08 Jun-08 Jul-08 Aug-08
Total 70 12 200 0 33 0 343 643 672 1,824 80

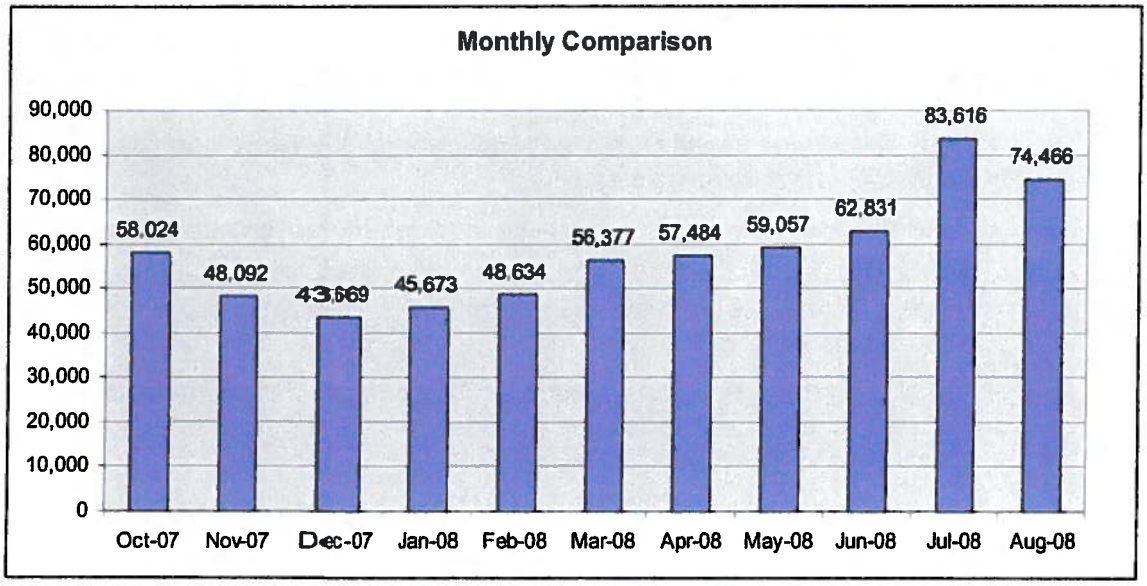
Gannett Fleming West, Inc.

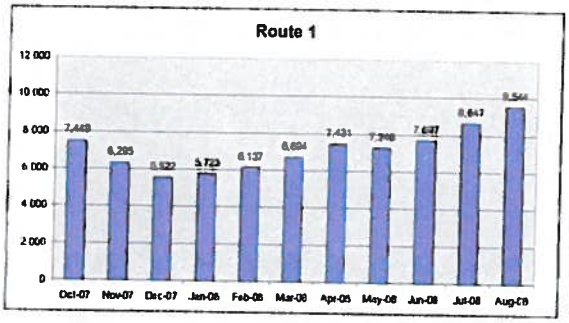
Please note the following items regarding overall ridership data:

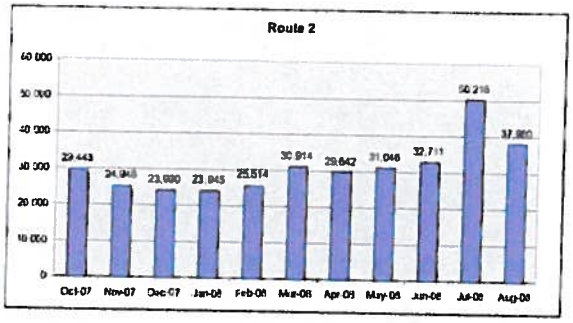
- Service Days per Month
  - October – 23 days
  - November – 19 days
  - December – 20 days
  - January – 20 days
  - February – 20 days
  - March – 21 days
  - April – 22 days
  - May – 21 days
  - June – 21 days
  - July – 22 days
  - Aug – 21 days
- School began on August 18th, 2008 for the 2008/2009 school year.
- Special service between Sullivan Field and White Rock was provided on July 4th for fireworks display.
- School ended May 23rd, 2008 for the 2007/2008 school year. Youth Summer Service began May 27th.
- Rider contest, in coordination with Earth Day, took place the week of April 21 through April 2.
- LANL services were discontinued at 7:04 p.m. on Friday, February 22nd. Therefore, LANL services were provided for only 15 days in February and zero days in March, April, May, and June.
- Breaks occurring in December and January services which impacted ridership:
  - LANL services did not run from Dec. 24, 2007 thru Jan. 1, 2008 due to their winter break.
  - After school services did not run from Dec. 24, 2007 thru Jan. 4, 2008 due to the schools winter break.

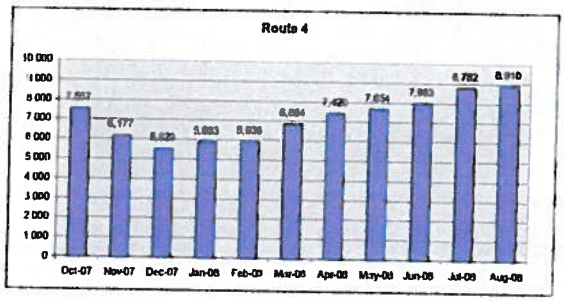
Santa Fe Trails Ridership – August 2008

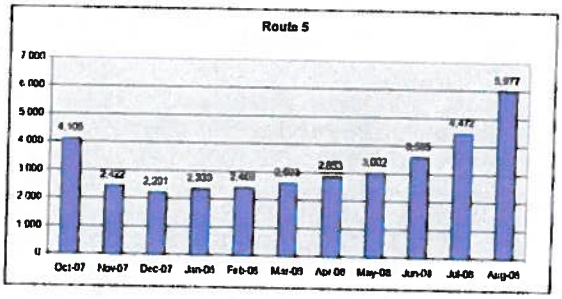
SANTA FE TRAILS

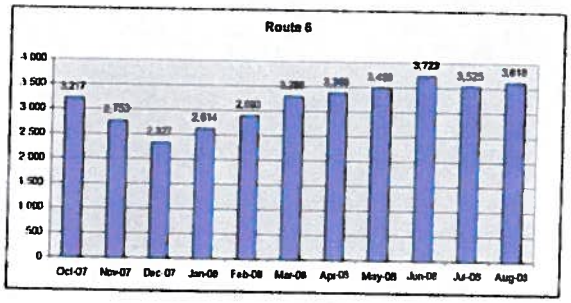


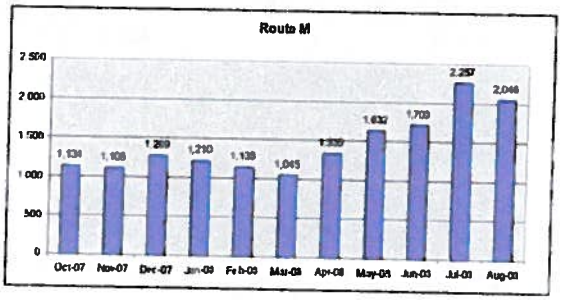

Route 1
12 000
10 000
8 000
6 000
4 000
2 000
0
7,448
6,295
5,522
5,723
6,137
6,694
7,431
7,398
7,697
8,647
9,544
Oct-07 Nov-07 Dec-07 Jan-08 Feb-08 Mar-08 Apr-08 May-08 Jun-08 Jul-08 Aug-08

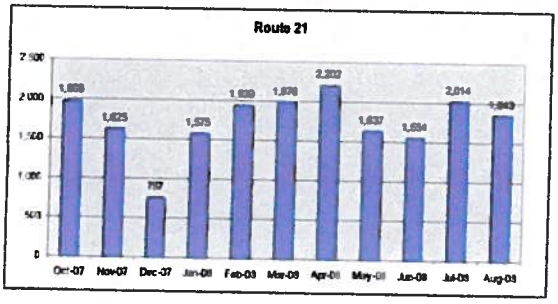

Route 2
60 000
50 000
40 000
30 000
20 000
10 000
0
29,443
24,361
23,880
23,845
25,514
30,914
29,642
31,046
32,711
50,216
37,880
Oct-07 Nov-07 Dec-07 Jan-08 Feb-08 Mar-08 Apr-08 May-08 Jun-08 Jul-08 Aug-08

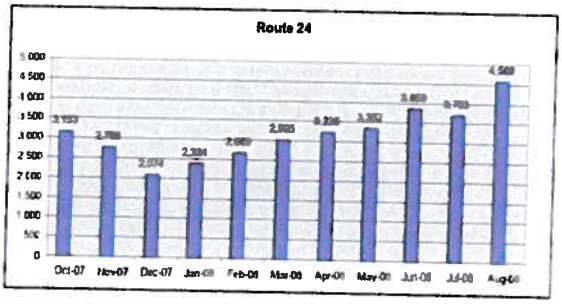

Route 4
10 000
9 000
8 000
7 000
6 000
5 000
4 000
3 000
2 000
1 000
0
7,552
6,177
5,625
5,883
5,838
6,694
7,420
7,614
7,963
8,782
8,910
Oct-07 Nov-07 Dec-07 Jan-08 Feb-08 Mar-08 Apr-08 May-08 Jun-08 Jul-08 Aug-08


Route 5
7 000
6 000
5 000
4 000
3 000
2 000
1 000
0
4,106
2,422
2,221
2,333
2,488
2,693
2,853
3,002
3,585
4,472
5,977
Oct-07 Nov-07 Dec-07 Jan-08 Feb-08 Mar-08 Apr-08 May-08 Jun-08 Jul-08 Aug-08


Route 6
4 000
3 500
3 000
2 500
2 000
1 500
1 000
500
0
3,217
2,753
2,327
2,614
2,880
3,288
3,398
3,488
3,729
3,525
3,618
Oct-07 Nov-07 Dec-07 Jan-08 Feb-08 Mar-08 Apr-08 May-08 Jun-08 Jul-08 Aug-08


Route M
2 500
2 000
1 500
1 000
500
0
1,134
1,108
1,269
1,210
1,139
1,045
1,330
1,632
1,709
2,257
2,046
Oct-07 Nov-07 Dec-07 Jan-08 Feb-08 Mar-08 Apr-08 May-08 Jun-08 Jul-08 Aug-08


Route 21
2 500
2 000
1 500
1 000
500
0
1,858
1,625
707
1,575
1,839
1,878
2,302
1,637
1,554
2,014
1,843
Oct-07 Nov-07 Dec-07 Jan-08 Feb-08 Mar-08 Apr-08 May-08 Jun-08 Jul-08 Aug-08


Route 24
5 000
4 500
4 000
3 500
3 000
2 500
2 000
1 500
1 000
500
0
3,153
2,788
2,074
2,334
2,660
2,923
3,216
3,352
3,869
3,703
4,569
Oct-07 Nov-07 Dec-07 Jan-08 Feb-08 Mar-08 Apr-08 May-08 Jun-08 Jul-08 Aug-08

III. SERVICE PLAN UPDATE

The plan focuses on the four member Counties – Santa Fe, Rio Arriba, Los Alamos and Taos and the five Pueblos – and the need for improved local and regional transit services.

The update shows the current picture of the service being provided and a recommended base level of new service that is consistent with the policies and objectives of the 2006 Plan.

A. RIO ARRIBA COUNTY INCLUDING CITY OF ESPAÑOLA

1. NCRTD Transit Service within the City of Española

The Española transit system is considered extremely well run, offering local residents a dependable and efficient service. The quality and level of service provided within the community has contributed to a much-used system and that popularity has been the main reason the service is now fixed-route regularly scheduled service. Also by way of information, most of the demand response service that was provided within the City of Espanola in 2006 has now been converted to a fixed route service.

When developing the service levels for Española the 2006 Service Plan considered three guiding principles:

- To increase the accessibility of transit to a larger number of residents within the community.
- To encourage more residents to consider the use of public transit by making improvements to the total service quality of the system.
- To coordinate local service, rural service within Rio Arriba County, regional connector service between Española, Los Alamos, Taos and Santa Fe and connections with Ohkay Owingeh and Santa Clara Pueblo

The current local service within Española has implemented two fixed routes:

Riverside Drive Route serving the main commercial core of Española in both north and south directions.

West Side Route serving Paseo de Onate, North Railroad Avenue and Coronado in both north and south directions.

Service on both routes is every 60 minutes from 6:00 am - 6:00 pm Monday through Friday.

The 2006 Service Plan proposed fixed route service east of Riverside along McCurdy, El Llano and Fairview Lane. Because of the narrowness of the road infrastructure and safety concerns through this section of Española, the area is being served by on demand service.

Also, currently there are three round-trips daily from Española to Santa Fe and two trips daily from Santa Fe to Española.

Service to Ohkay Owingeh began in April 2008, Service runs from El Duende, Chamita through the Pueblo to the casino south parking lot. This provides connections to Santa Fe, Taos and Riverside Drive in Española.

There are three trips daily between Espanola – Los Alamos-Pojoaque and the route connects with a bus in Pojoaque that travels to Santa Fe. This is mid day service and operates four hours per day.

2. Recommended Expansion of the Service in Española

The following enhancements are recommended:

- In order to attract more riders as well as giving existing riders more travel time choice it is proposed to increase frequency of service from every 60 minutes to every 30 minutes weekdays and weekends on the fixed route service.
- It is recommended to increase the hours of service from 6:00 am - 11:30 pm weekdays. The additional two hours in the evening will assist those residents who work late, attend the Northern New Mexico College or require connecting evening local service from Santa Fe or Los Alamos.
- Introduce service on Saturdays from 8:00 am - 8:00 pm to accommodate local residents who have requested Saturday service for work, shopping, recreation and social trips within the community.
- It is recommended to increase frequency between Española and Santa Fe to hourly during the weekday between 6:00 am - 8:00 pm weekdays and 8:00 am-8:00 pm weekends
- Continue to work with the City of Española Public Works Department to locate safe places for buses to stop along the routes.
- Los Alamos continues to be a destination for Española residents and it is recommended that regional connector service between Española and Los Alamos be provided during weekdays and weekends. The Los Alamos Medical Center is a major destination as are general trips for shopping, recreation and social reasons. Los Alamos is planning for major expansion of its retail development in the downtown area, making it an even more attractive destination for neighboring communities.
- Development of an off-street downtown Española transit exchange to accommodate local, rural and regional transit service providers is needed. A major downtown exchange would allow all buses to travel through the heart of downtown. The main downtown transit exchange is a critical component of the transit system. It is important that the location be highly visible as it is the first point of contact potential passengers has with their transit system. A highly visible centralized location makes the overall experience of using transit safer, more convenient and ultimately increases ridership.
- Rural service within Rio Arriba County, connecting service to Los Alamos, Taos and Santa Fe should all connect at the downtown exchange.

3. Future Considerations

The consultants are recommending some service additions and improvements to be considered in the future. These would take place if the community was receptive, ridership warranted and revenue was available. The cost of these improvements are not factored into this update.

- City of Española: Change 60-minute frequency to 30 minute for weekday and weekend trips between Española and Santa Fe. Hours of operation to stay the same.

4. Current NCRTD Transit Service in Rio Arriba County

The North Central Regional Transit District provides fixed route and ADA transit service in many areas of Rio Arriba County and is a lifeline for those residents within the more rural areas of the County.

The provision of rural transit service is a major challenge. The travel distance, time, poor road conditions and inclement weather make it difficult to adhere to a regular public transit schedule. Rural transit ridership is generally comprised of captive riders – those persons who have little or no other viable means of transportation, such as an automobile. In terms of demographics, this group is comprised primarily of seniors, the young and low-income persons.

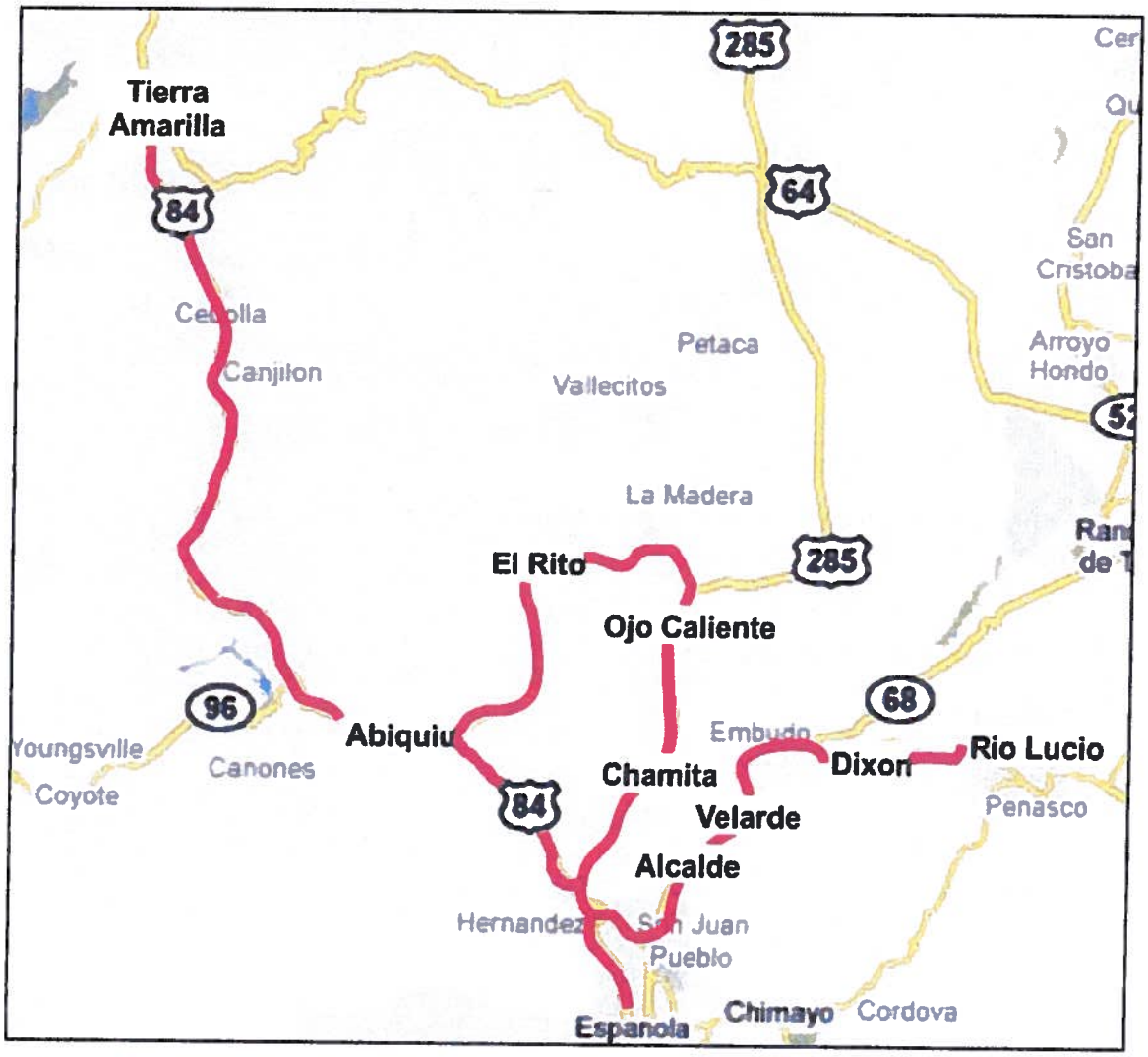
5. Recommended Expansion of Service in Rio Arriba County

The following enhancements are recommended:

- Provide service six days a week – Monday through Saturday – in line with the proposed City of Española transit service.
- Expand the hours of operation from 6:00 am - 8:00 pm weekdays matching the proposed service hours for the City of Española service.
- Introduce Saturday service from 8:00 am - 8:00 pm matching the proposed service within Española.
- Fixed rural service between Española and Tierra Amarilla on State Routes 84 and 64 should be implemented two days a week – Tuesday, Thursday. Tierra Amarilla is the location of the district court and a popular senior center. It is recommended that service be every three hours with departures from Española starting at 6:30 am and ending at 6:30 pm. It is understood that this service will not operate during the winter months when the road is hazardous or closed.
- Service between Espanola-Abiquiu-El Rito-Ojo Caliente has just started up with six trips per day between the towns.
- Consider fixed route service between Espanola and Alcalde CR 41. Currently this service is demand response. There are limitations due to safety concerns and staff will continue to evaluate.

- Currently service between Espanola and Velarde is demand response. Consideration is being given to change this service to fixed route. Service would be from 6:00 am - 7:00 pm M-F and 8:00 am - 7:00 pm on Saturday.
- Connections would be at Ohkay Owingeh for continuation to Santa Fe and Riverside Drive fixed route.
- Direct service between Rio Lucio-Dixon-Espanola should be considered. Currently there is no direct service between these three communities. Service would be from 6:00 am - 7:00 pm M-F and 8:00 am - 7:00 pm on Saturday.
- Expand hours of service to 6:00 am - 8:00 pm weekdays.
- Introduce Saturday service from 8:00 am - 8:00 pm.
- New or improved service to the following communities and towns: Abiquiu, El Rito, Ojo Caliente, Alcalde CR 41, Velarde, Rio Lucio, Dixon, Tia Amarilla (Chama), Chamita.

RIO ARRIBA – PROPOSAL



B. LOS ALAMOS COUNTY

1. Los Alamos County Transit Service - Atomic City Transit

The Atomic City Transit service for the County of Los Alamos and the townsites of Los Alamos and White Rock area is a well-planned and successfully operating transit service, with recently improved reliability, service frequency, coverage and hours of service. All indications are that this new service is beginning to meet the needs of the community and it is appreciated. There are currently five fixed routes that provide service to the Los Alamos/White Rock area. Para-transit service is available throughout the area and the hours of service are consistent with the fixed route service. Additional morning and afternoon peak service is planned for the fall 2008 subject to final budget approval. The regional peak period commuter service operated by New Mexico Department of Transportation (NMDOT) Park and Ride, continues to be highly successful. There are currently two mid-day regional trips to either Santa Fe or Española provided by the NCRTD.

2. Recommended Expansion of NCRTD Los Alamos County Transit Service

The flowing enhancements are recommended:

It is recommended that mid-day regional service between Española-Los Alamos and Santa Fe-Los Alamos be every 60 minutes weekdays between the hours of 11:00 am and 2:00 pm. Furthermore, evening service between the hours of 7:00 pm and 11:30 pm should be considered. These service additions should be in the form of direct or express buses. The expanded service would greatly benefit local residents of Española, Santa Fe and Los Alamos for shopping, medical, employment, social, and recreation trips between these communities.

Atomic City Transit is proposing in 2009 to make major improvements to its route frequency.

Currently the Los Alamos neighborhood routes are served every 60 minutes all day. The White Rock route is every 80 minutes.

In 2009 the transit system is proposing the Los Alamos neighborhood routes would have 30 minute service at peak times and 60 minute during off peak. The White Rock route is proposed to change from 80 minutes to 40 minutes at peak and remain at 80 minutes during off peak.

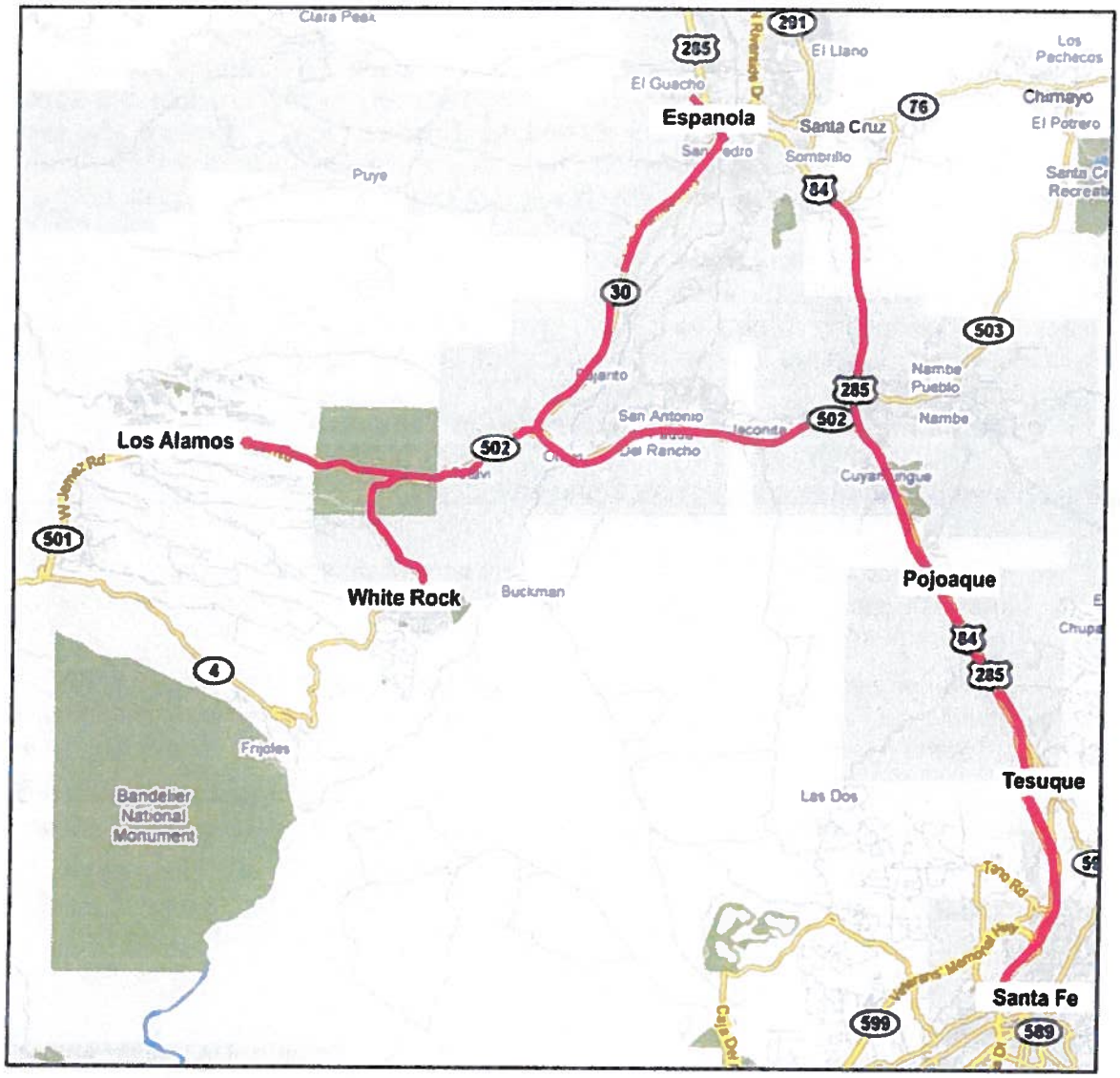
The downtown circulator, the LANL shuttle and the mid-day run will remain at 20 minute frequency.

3. FUTURE CONSIDERATIONS

The consultants are recommending some service additions and improvements to be considered in the future. These would take place if the community was receptive, ridership warranted and revenue was available. The cost of these improvements are not factored into this update.

- Los Alamos County - Change 60 minute frequency to 30 minute for weekday and weekend trips between Los Alamos/White Rock and Española and change 60 minute frequency to 30 minutes for weekday and weekend trips between Los Alamos/White Rock and Santa Fe.
- In addition, Atomic City Transit has developed a plan for optional services to be considered over the next several years:
    1. White Rock / Pajarito Road (peak and non peak)
    2. Bandelier Route
    3. Ski Hill Route
    4. Saturday Santa Fe Shopper
    5. Connection to Rail Runner Regional Commuter service
    6. Connection to Amtrak Service for long distance travel
    7. Sunday Service
    8. Downtown Bi-directional service every 10 minutes
    9. Neighborhood service every 30 minutes all day
    10. Reverse LANL All-Day Circulator
- Expand regional service from Los Alamos and White Rock to Española and Santa Fe to every 60 minutes during the mid-day base. Provide weekdays between the hours of 11:00 am - 2:00 pm and 7:00 pm - 10:00 pm.
- Neighborhood routes – 30 minute frequency at peak, 60 minutes at off peak times
- White Rock – 40 minute frequency at peak.

LOS ALAMOS COUNTY - PROPOSAL



C. TAOS COUNTY INCLUDING THE TOWN OF TAOS

1. NCRTD Transit Service in Taos County

The NCRTD provides fixed route service in Taos County. This service is primarily outside the boundaries of the Town of Taos. There are three departures in each direction daily between Cerro and Questa and the Town of Taos. There are also two trips in each direction weekdays between Chamisal, Penasco and Vadito and the Town of Taos. Service is provided between the hours of 6:30 am - 6:30 pm weekdays.

Regional connector service between the Town of Taos and Española is provided three times daily weekdays, (5:15 am, 8:15 am - 4:30 pm) along SR 68 and 84. The Safe Economical Commuting Alternative (SECA) provides vanpool service between Taos and Santa Fe. Other routes are being planned to include Los Alamos.

2. Recommended Expansion of Service in Taos County

The following enhancements are recommended:

- Increase frequency of the existing rural transit service within the County of Taos from 6:00 am – 8:00 pm weekdays and from 8:00 am – 8:00 pm on Saturdays to meet demand as needed.
- Introduce weekday and Saturday hourly service between 9:00 am – 3:00 pm serving the Taos area and Espanola, with timed transfer connections southbound to Santa Fe.
- Increase ADA service throughout Taos County by adding more vehicles and offering service between the hours of 6:00 am – 8:00 pm weekdays and 8:00 am – 8:00 pm Saturdays to meet the demand as needed.
- Create a college express route between Taos and UNM Klauer Campus. Proposed service would be from 7:00 am – 9:00 pm weekdays.
- Create a route between Taos and Arroyo Seco with trip frequency as needed to accommodate demand at peak times throughout the week. Route days to be established to accommodate demand. This route between Taos and Arroyo Seco would connect with the Chili Line on the north end of town.
- Create a year round route at peak times between Questa and Red River. Service would be from 6:00 am – 8:00 pm Monday – Saturday.
- Establish a new route between Questa-Costilla-Amalia and provide trips between 6:00 am and 7:00 pm with route days to accommodate demand. This service would connect at Questa for continued service to Taos and Red River and be adjusted as demand increases and decreases.
- Establish service to the Questa-Red River area daily between 6:00 am and 8:00 pm seven days a week if demand allows, including establishing service to Eagle Nest. Service to Eagle Nest contingent upon negotiations with Colfax County and NCRTD Board approval. The potential Eagle Nest service would be primarily for winter ski activities, but could be expanded year round if the demand allows.

- Establish service to Chevron Mining, Inc. from Taos-Questa and Amalia-Costilla, with the provision of a cooperative agreement with Chevron Mining, Inc.
- Establish new service to Los Cordovas and Blueberry Hill area via Highway 240.

3. Town of Taos (Chile Line)

The Chile Line transit system is owned and operated by the Town of Taos and is under the administration of the Public Works department. The north and south routes operate Monday through Saturday starting at 7:00 am and ending at 5:38 pm. Service is provided in an abbreviated form on Sundays.

The consultants are recommending that the Town of Taos join the NCRTD as an active member as was done by Taos County. This would ensure that the residents of the Town and County are receiving the maximum benefits of a coordinated transit system. Improvements to schedules, routes and areas covered would provide greater choice and options to the residents and tourists as well.

The following enhancements to the Chili Line services should be considered.

Chili Line-Red Route:

- Change the hours of service to be from 6:00 am - 7:00 pm weekdays and 8:00 am - 8:00 pm Saturday and Sunday, or to accommodate demand as needed.
- Establish service through Ranchitos via Highway 240 to Ranchos de Taos. This service route addition is contingent on NCRTD Board approval.

Chili Line Expansion:

- Provide service to residential areas on Canon East and Canon West businesses.
- Service would be from 6:00 am - 7:00 pm weekdays and 8:00 am - 8:00 pm Saturday and Sunday, or to accommodate demand as needed.

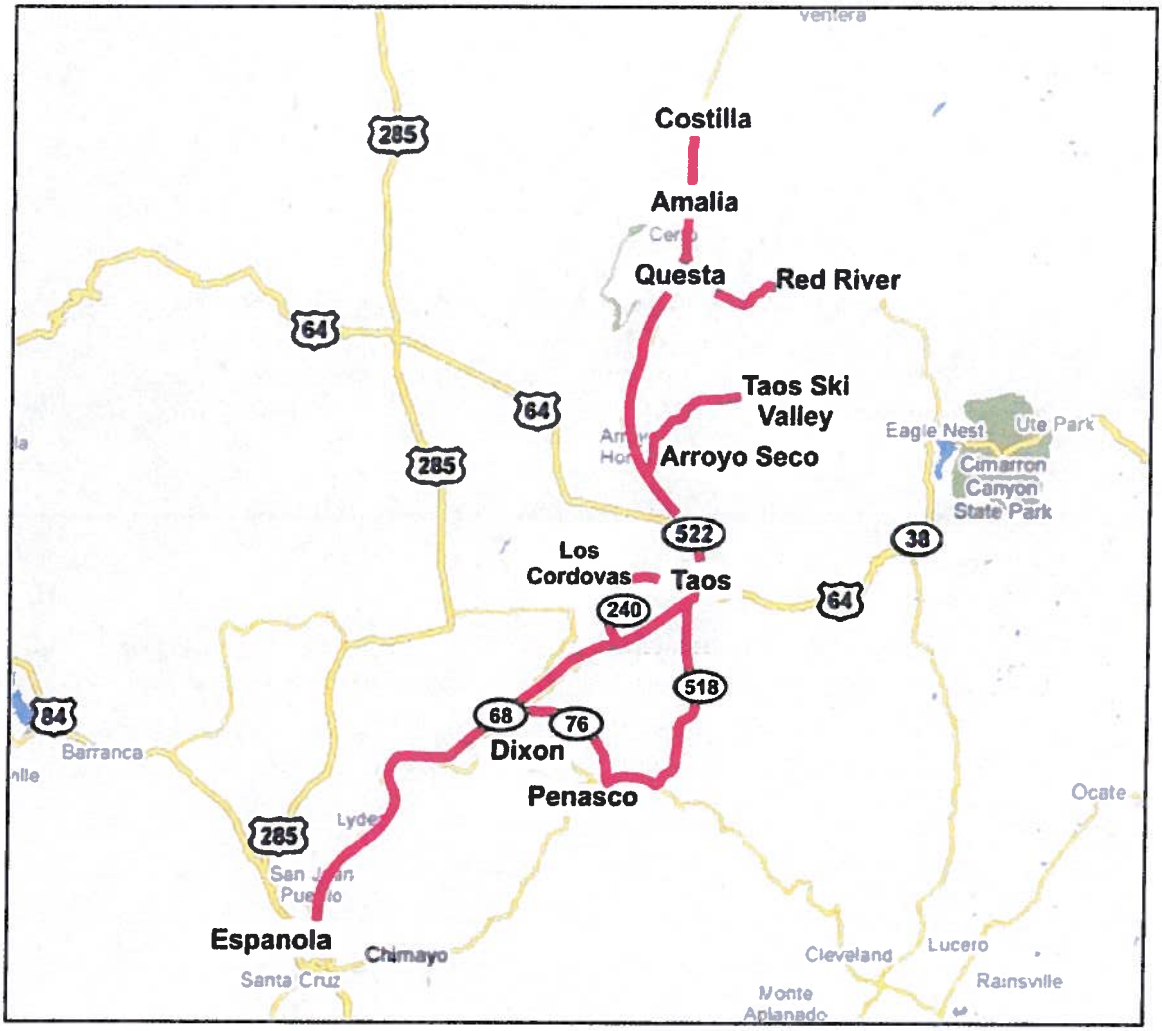
ADA Service:

- Increase the number of vehicles
- Increase the hours of service from 6:00 am - 7:00 pm weekdays and 8:00 am - 8:00 pm on Saturday, or to accommodate demand as needed.

General Service Improvements:

- Connections to the Rail Runner Regional Commuter service.
- New or improved service to the following communities and towns: Questa, Arroyo Seca, UNM Klauer Campus, Red River, Costilla, Amalia, Chevron Mining, Inc., Taos Ski Valley, Los Cordovas, Blueberry Hill, Rancho de Taos.

TAOS COUNTY - PROPOSAL



D. SANTA FE COUNTY / CITY OF SANTA FE – SANTA FE TRAILS

The recommendations presented in this update represent suggestions made by staff of Santa Fe County and Santa Fe Trails. The final decision on service improvements will be made jointly by the Regional Planning Authority, the NCRTD, Santa Fe County and the City of Santa Fe.

1. NCRTD Transit Service in Santa Fe County

Demand for increased rural service in the County of Santa Fe continues to grow. New service that started in January 2008 from Edgewood, Moriarty, Stanley through to Eldorado and Santa Fe provides much needed service to the south end of Santa Fe County, service is presently is contracted to All Aboard America. Service is from 6:00 am – 7:04 pm. Additional service to offer more frequency and travel time choices for residents is already been requested. Service between Eldorado and Santa Fe, starting in late 2007, is now well established and there is interest within the community for increased service. The bedroom communities along Highway 14 such as Cerrillos, Madrid and Golden are dependent on Santa Fe for work, medical, social, shopping and recreation activities.

2. Recommended Service in Santa Fe County

The following enhancements are recommended:

With the agreement of the County and City of Santa Fe, the planning for new services will be carried out by staff from those agencies. NCRTD will provide a fixed financial contribution to the County for these services. In 2009-2010 $2.4 million is budgeted to fund the local service portion of the Regional Rail Service. The Rail Runner is being managed by a partnership between the Mid Region Council of Governments and the New Mexico Department of Transportation. Santa Fe County is responsible for providing a share of the operating costs. Resolution 2008-11 established a distribution process between the NCRTD and Santa Fe County that provides funds for the suggested improvements listed in this update. Construction on phase II Bernalillo to Santa Fe is scheduled to be completed by December 2008 and service to Santa Fe will start shortly thereafter. Phase I, with service in the Albuquerque area started in July of 2006 and expanded between Belen and Bernalillo a year later.

Greater El Dorado Expansion

- Propose Expand hours from 9:00 am - 4:00 pm Monday – Friday, and 8:00 am - 8:00 pm on Saturday to Eldorado/Santa Fe.

Santa Fe County NM 14 Route

- Cerrillos-Madrid-Golden this would be a new route.
- Route times would be 6:00 am - 8:00 pm Monday through Friday
- Would provide approx 3 round trips per day.

Community College District Route

- Increase the service currently being provided by Santa Fe Trails.
- Create a route providing 7 round trips per day.
- Hours would be 6:00 am - 8:00 pm Monday through Friday and 8:00 am - 8:00 pm Saturday. Hourly service.

Pojoaque Corridor

- Presently there are three round trips per day through this corridor provided by Rio Arriba County from Espanola to Santa Fe.
- Propose Rio Arriba support Espanola to Pojoaque, and Santa Fe County support Pojoaque to Santa Fe.
- Service from 6:00 am - 8:00 pm Monday through Friday. Provide 5 round trips per day.

Espanola-Chimayo-Pojoaque

- Presently there is no bus service in this area.
- Create approx 6 round trips per day from 6:00 am - 8:00 pm. Trips would be at peak times only.

3. Recommended Service in the City of Santa Fe

(Per service recommendations of Santa Fe Trails)

Route 6 Service Frequency Improvements

- Expansion to Southside and Eastside residents, the hospital, and the anticipated Rail Runner station at Zia Road.
- The expansion would provide improved weekday service frequency of 30 minutes to the present 60 minute frequency.
- Operation would be for 30 hours daily.

Route 4 Service Frequency Improvement

- Expansion to Southside and Mid-city residents, state offices, and the anticipated Rail Runner station at the NMDOT General Office.
- Would provide improved weekday service frequency of 15 minutes from present 30 minute service.
- Operation would be for 30 hours of daily service.

Route 2 Service Extension

- Expansion to provide new service along Cerrillos Road south of Rodeo Road to serve the state offices, growing retail establishments, and the anticipated Rail Runner station at NM 599.
- Expansion would provide new weekday service to meet anticipated Rail Runner arrivals and a new connection to the Santa Fe Place Transit Center.
- Operation would be for 24 hours of daily service.

CITY OF SANTA FE / SANTA FE COUNTY – PROPOSAL

E. PUEBLO TRANSIT SERVICE

1. Pueblo Transit Service

NCRTD is the major service provider for transit service to the Pueblos of Tesuque, Pojoaque, Ohkay Owingeh, San Ildelfonso and Santa Clara.

There are two types of service that must be available to meet the mobility needs of the residents of each of the Pueblos: internal circulation and regional trips.

Internal circulation routing within each Pueblo remains minimal with most pueblos still requiring greater internal circulation to meet the needs of local residents than is currently provided.

Regional trips providing the ability to access services outside the Pueblos is key to many residents. The trip purpose is the same as for those not living in the Pueblo, i.e. work, medical, social and recreation.

2. Recommended Expansion of Pueblo Transit Service

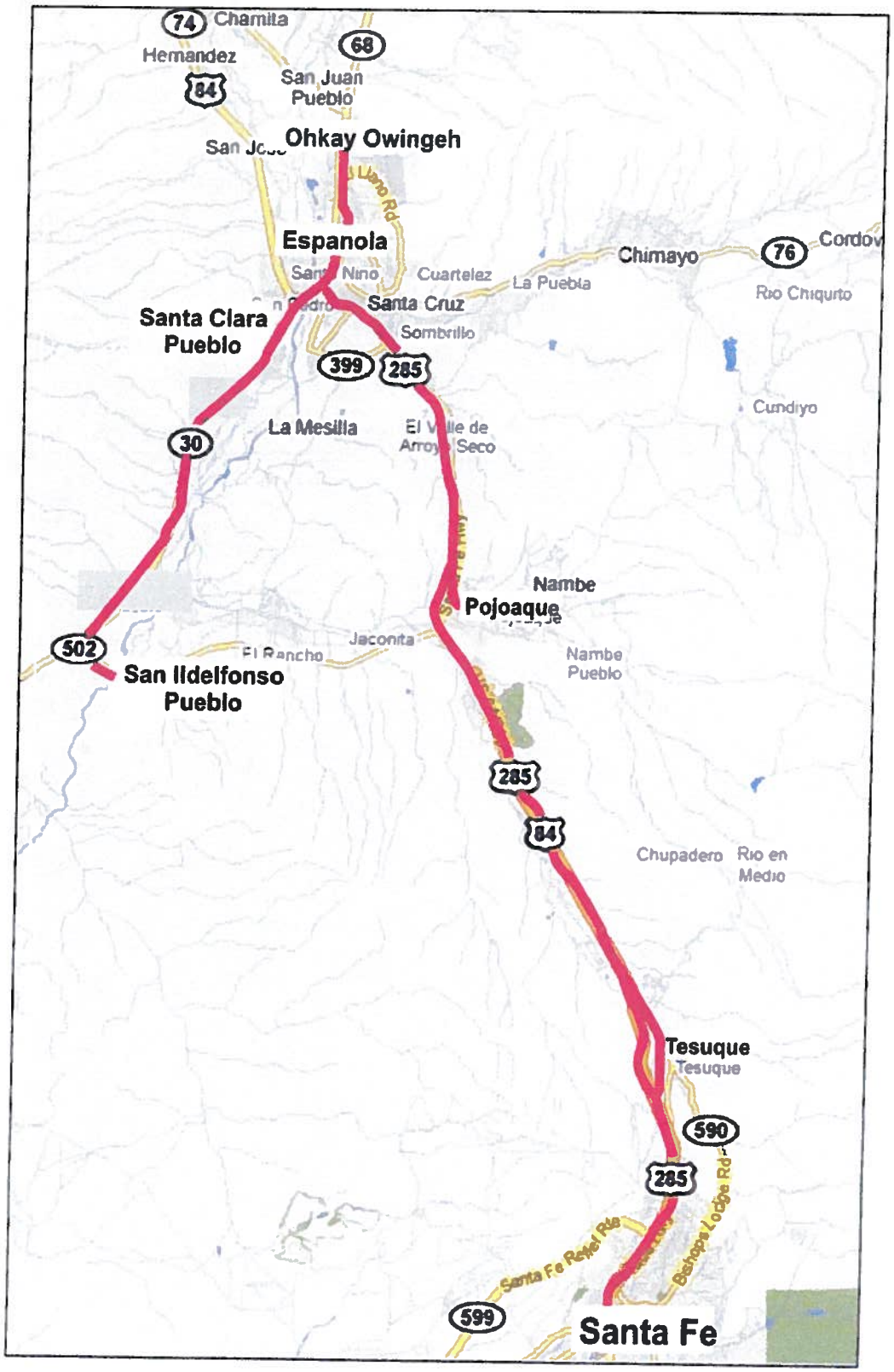
The following enhancements are recommended:

For both internal circulation and regional trips:

- Increase the hours and days of service to be consistent with the other areas of the NCRTD, hourly service starting at 6:00 am - 8:00 pm weekdays and 8:00 am - 8:00 pm Saturdays.
- Respecting the sanctity and sovereignty of tribal lands, internal circulation service will be determined by the Pueblos.

It is important to coordinate and consolidate as much service between the Pueblos and other areas within the NCRTD. For example, The Ohkay Owingeh transit service is linked to the Española system. Ohkay Owingeh is the north end terminus of the Riverside Drive transit route that has service every 60 minutes weekdays. Ohkay Owingeh is also served by the regional connector service between the Town of Taos and the City of Española.

PUEBLO TRANSIT SERVICE – PROPOSAL



F. NCRTD REGIONAL SERVICE

Regional transit service is an integral part of the transportation network within the NCRTD. Presently, NMDOT is the primary provider of regional transit commuter service through the State Park & Ride program. The service is focused primarily on the morning and afternoon commuter market with a limited number of off-peak trips between certain communities.

There is growing demand for off peak or mid-day regional service. Regional mid-day service is constantly facing challenges including increased ridership and demand for more service. Although discussed earlier in each separate county section, the study team would like to highlight the importance of this service by illustrating all the proposed improvements in this one section. In order for this regional service to maintain success it will require a concerted effort by the local transit providers, municipalities and the NCRTD to increase the exposure of the regional transit service through a coordinated information and marketing campaign to 'educate the service' to local residents.

Recommended Regional Connections Summary

Origin	Destination	Schedule Frequency (weekday only)
Los Alamos/ White Rock	Santa Fe	Every 60 minutes mid-day – from 11:00 am - 2:00 pm. Evening – from 7:00 pm - 10:00 pm.
Los Alamos/ White Rock	Española	Every 60 minutes mid-day – from 11:00 am - 2:00 pm. Evening – from 6:00 pm - 11:30 pm.
Española	Santa Fe	Every 60 minutes mid-day – from 6:00 am - 8:00 pm.
Española	Los Alamos/ White Rock	Every 60 minutes mid-day – from 11:00 am - 2:00 pm. Evening – from 6:00 pm - 11:30 pm.
Santa Fe	Española	Every 60 minutes mid-day – from 9:00 am - 3:00 pm.
Santa Fe	Los Alamos/ White Rock	Every 60 minutes mid-day – from 11:00 am - 2:00 pm. Evening – from 7:00 pm - 10:00 pm.
Taos	Española	Every 60 minutes mid-day – from 5:15 am - 8:00 pm.
Española	Taos	Every 60 minutes mid-day – from 9:00 am - 3:00 pm.
Pojoaque	Santa Fe	Every 60 minutes mid-day – from 6:00 am - 8:00 pm.
Tesuque	Santa Fe	Every 60 minutes mid-day – from 6:00 am - 8:00 pm.

The mid-day trips will coordinate at the main downtown transit stop in Taos, Española and Los Alamos. White Rock passengers will have a timed connection with the regional service provider. In Española, passengers from San Ildelfonso, Santa Clara, San Juan as well as the NCRTD, local City of Española and rural transit will meet for a timed connection. Pojoaque and Tesuque residents will be picked up on route because of their location adjacent to Highway 84/285.

IV. SUMMARY OF TRANSIT SERVICE PROPOSALS

Service Community Area	Description of Service
City of Española	• Fixed-Route Transit • Increase frequency of service to every 30 minutes. • Increase hours of service to 6:00 am - 8:00 pm weekdays. • Introduce Saturday service from 8:00 am - 8:00 pm.
Rio Arriba County	• Expand hours of service to 6:00 am - 8:00 pm weekdays. • Introduce Saturday service from 8:00 am - 8:00pm. • New or improved service to the following communities and towns: Abiquiu, El Rito, Ojo Caliente, Alcalde CR 41, Velarde, Rio Lucio, Dixon, Tia Amarilla (Chama), El Duende, Chamita.
Los Alamos County	• Expand regional service from Los Alamos and White Rock to Española and Santa Fe to every 60 minutes during the mid-day base. Provide weekdays between the hours of 11:00 am and 2:00 pm and 7:00 pm and 10:00 pm. • Neighborhood routes – 30 minute frequency at peak, 60 minutes at off peak times. • White Rock – 40 minute frequency at peak.
Taos County, Town of Taos	• Expand hours of service to 6:00 am - 7:00 pm weekdays. • Increase frequency between Taos and Espanola • Introduce Saturday service from 8:00 am - 8:00 pm, or to accommodate demand as needed. • Sunday service on the Chili Line. • Expansion to cover Canon East and West. • Increase ADA service hours weekdays and weekends. • Increase frequency and coverage of rural transit service. • New or improved service to the following communities and towns: Questa, Arroyo Seco , UNM Klauer Campus, Red River, Costilla, Amalia, Questa-Red River, Chevron Mining, Inc , Taos Ski Valley, Los Cordovas, Blueberry Hill, Rancho de Taos.
Pojoaque Pueblo	• Local circulatory service within Pojoaque, local service into Española, direct regional service into Santa Fe. • 6:00 am - 8:00 pm weekdays. • 8:00 am - 8:00 pm weekends.
Tesuque Pueblo	• Local circulatory service within Tesuque, local service into Española, direct regional service into Santa Fe. • 6:00 am - 8:00 pm weekdays. • 8:00 am - 8:00 pm weekends.
San IldelfonsoPueblo	• Local circulatory service within San Ildelfonso, local service into Española, direct regional service into Santa Fe.
Santa Clara Pueblo	• Local circulatory service within Santa Clara, local service into Española, direct regional service into Santa Fe. • 6:00 am - 8:00 pm weekdays. • 8:00 am - 8:00 pm weekends.
Ohkay Owingeh	• Local circulatory service within Ohkay Owingeh, 30-minute service into Española, direct regional service into Santa Fe. • 6:00 am - 8:00 pm weekdays. • 8:00 am - 8:00 pm weekends.

Santa Fe County	• Rail Runner Commuter Rail Service. • Expansion of Greater Eldorado/Edgewood Service. • Community College District. • NM 14 Route Cerillos-Madrid-Golden.
City of Santa Fe	• Route 2 Service Extension. • Route 4 Service Frequency Improvements. • Route 6 Service Frequency Improvements. • Hwy 599/I-25 Rail Runner Depot to Santa Fe Plaza Service.

Ridership

The NCRTD has experienced significant ridership gains during the first 10 months of starting service. Due to improvements to existing routes, implementation of new routes, coordination of services, marketing and promotion; ridership have grown 122% in this short period. External factors such as high gas prices also have contributed to the gains. Increased growth in ridership can be expected in the short-term if the recommended expansions in the 2008 update are realized. As the fixed-route service begins to appeal to residents and the benefits of regularly scheduled service, increased hours and days of service and timed connections with regional services becomes increasingly popular; we anticipate a ridership improvement of 5% to 10% per year (in the intermediate term of three to five years). A big part of the success of the service will be in the delivery of key performance indicators such as on-time performance, guaranteed timed connections as well as a strong marketing campaign to increase local awareness of public transit.

V. NEXT STEPS AND CONCLUSIONS

It is recommended that the North Central Regional Transportation District Board – and its respective local governments:

1) Approve the service plan update as a guide for transit planning and service delivery at the October 3, 2008 Board Meeting, and direct staff to enter into Transit Service Agreements with the member Counties.
2) Move forward with the funding proposal and seek voter approval for a County Regional Transit Gross Receipts Tax (GRT) in November 2008.
3) Meet with NCRTD member jurisdictions to negotiate Transit Service Agreements and to finalize operations plans for new services and annual performance measures.
4) Direct NCRTD staff to proceed with more detailed planning work. (routing, stops, signs, shelters, schedules).
5) Direct NCRTD staff to prepare detailed operations, capital and administration budgets together with financial plans for revenue allocations.

When the tax is approved:

1) Create and implement a marketing and promotion plan.
2) Determine a start date(s) for new services.
3) Order buses and other capital needs (shelters, signs etc.).
4) Hire and train operating and maintenance personnel.
5) Start Service.

Conclusions and Moving Forward

In order for any of these recommendations to be realized, the affected communities must endorse and support the funding proposal being considered. Also the expansion in transit services, outlined in the service plan, involves a major commitment to improving local transit services on the part of the NCRTD.

In return, the NCRTD must require certain commitments from the communities that will benefit from the new or improved services, particularly in the case of major expansions, which involve moving to a new, or much more comprehensive and expensive level of local and regional transit services. In these cases, the community needs to commit to policies that will be supportive of the new regional transit service. It is the NCRTD's responsibility to drive this process. The member jurisdictions must reaffirm their commitment to the original concepts of regional service as defined in the 2006 Service Plan:

- All decisions are made on the basis of what's best for the region.
- Service improvements made at the local level must be consistent and complementary with the overall service philosophy of the region.

VI. FINANCIAL SCENARIOS

Chart 1 – Draft Annual Budget 2009-2010
Revenue and Distribution Proposal

1/8 GRT Collected in four Counties	$7,955,274
Less 3% State Collection Fee	($240,000)
	$7,715,274
Revenue from Federal Grants	$1,410,227
	$9,125,501
Revenue from local matching funds	$542,257
	$9,667,758
Revenue from Los Alamos County GRT	$800,000
	$10,467,758
RailRunner Distribution**	($2,291,542)
	$8,176,216
Santa Fe City/County Service Plan Distribution 86%**	($1,970,726)
	$6,205,490
NCRTD Distribution 14%**	($320,816)
	$5,884,674
Taos, Rio Arriba, Los Alamos Counties Service Plan Distribution	($4,088,120)
	$1,796,554
NCRTD Administration	($1,000,000)
	$796,554
Capital Purchases (vehicles and shelters)	($296,554)
	$500,000
NCRTD ending fund balance requirement	($500,000)
	$0

** Refer to Chart 2 on page 32.

Cha[illegible]t – Santa Fe City/County Revenue Distribution**

1/8 GRT Collection in Sa[illegible]ta Fe County		**$4,583,084**
Distribution		
RailRunner receives 50%		$2,291,542
Santa Fe City/County rec[illegible]ives 50%		$2,291,542
Per resolution 2008-11, S[illegible]anta Fe City/County receives 86% of the 50% to be dis[illegible]ributed as follows:		
	Santa Fe Trails	$1,022,899
	Santa Fe County	$947,826
		$1,970,726
The 14% remainder goes to the NCRTD for administration and op[illegible]rations. (RailRunner connections).		$320,816

Charts 3 and 4 reflect the capital needs for the NCRTD for a three-year period showing the different percentage of Federal funding. These charts are used as an example to illustrate the significant difference in NCRTD contributions based on the Federal participation, which is uncertain.

Chart 3 - NCRTD Capital Plan 2010-2012

Facility*	$5,500,000	Federal Match 80%	NCRTD Local Match 20%
		$4,400,000	$1,100,000
Transfer Centers Shelters Signs P&R lot spaces	$3,500,000	$2,800,000	$700,000
Rolling Stock	$7,460,800	$5,968,640	$1,492,160
TOTAL	**$16,460,800**	**$13,168,640**	**$3,292,160**

* Maint, Ops, Admin Facility in Espanola

Chart 4 - NCRTD Capital Plan 2010-2012

Facility*	$5,500,000	Federal Match 40%	NCRTD Local Match 60%
		$2,200,000	$3,300,000
Transfer Centers Shelters Signs P&R lot spaces	$3,500,000	$1,400,000	$2,100,000
Rolling Stock	$7,460,800	$2,984,320	$4,476,480
TOTAL	**$16,460,800**	**$6,584,320**	**$9,876,480**

* Maint, Ops, Admin Facility in Espanola

There will be a need to purchase a considerable number of transit vehicles once the tax is established.

These charts are an example of two scenarios showing the capital needed and what the costs will be to the NCRTD based on different percentages of federal funding.

As the detailed planning moves forward toward implementation, the NCRTD staff must decide what mix of vehicle sizes are needed.

The cost per vehicle is calculated at a 2008 price.

Chart 5 - Fleet Requirements – 80/20 Match

			Cost / Per Vehicle	Total	Federal Match 80%	NCRTD Local Match 20%
Year 1						
8 Replacements 25-40 Passenger	8		$120,000	$960,000	$768,000	$192,000
19 New Vehicles 25-40 Passenger	19		$120,000	$2,280,000	$1,824,000	$456,000
2 New 57 Passenger	2		$500,000	$1,000,000	$800,000	$200,000
Year 2						
9 Replacements	9		$132,000	$1,188,000	$950,400	$237,600
(10% inflation)						
Year 3						
4 Replacements	4		$145,200	$580,800	$464,640	$116,160
10 New	10		$145,200	$1,452,000	$1,161,600	$290,400
(10% inflation)						
Totals	52			$7,460,800	$5,968,640	$1,492,160

Chart 6 - Fleet Requirements – 40/60 Match

			Cost	Total	Federal Match 40%	NCRTD Local Match 60%
Year 1						
8 Replacements 25-40 Passenger	8		$120,000	$960,000	$384,000	$576,000
19 New Vehicles 25-40 Passengers	19		$120,000	$2,280,000	$912,000	$1,368,000
2 New 57 Passenger	2		$500,000	$1,000,000	$400,000	$600,000
Year 2						
9 Replacements	9		$132,000	$1,188,000	$475,200	$712,800
(10% inflation)						
Year 3						
4 Replacements	4		$145,200	$580,800	$232,320	$348,480
10 New	10		$145,200	$1,452,000	$580,800	$871,200
(10% inflation)						
Totals	52			$7,460,800	$2,984,320	$4,476,480

North Central Regional Transit District
1122 Industrial Park Road
Espanola, NM 87532

3600 Rodeo Lane
Suite B-6
Santa Fe NM 87507

(505) 438-3257
Fax: (505) 747-3640

Exhibit B

PROTESTS, APPEALS AND REMEDIES

1. Authority to resolve protested solicitations and awards.
The Purchasing Agent is responsible to address, process, and exercise the following:

(a) *Protests of bid or RFP specifications or scope of work.* Any vendor who is aggrieved in connection with the specifications or scope of work in a solicitation may protest to the Purchasing Agent. The protest shall be submitted in writing no later than 7 calendar days prior to the deadline for receipt of the bid or proposal. No protest bond will apply to such protest. The Purchasing Agent shall issue a determination in writing within 2 work days of receipt of such protest, and either proceed with the solicitation, modify it, or cancel it

(b) *Right to protest; protest bond.* Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall contain all the grounds for such protest, and must be submitted in writing within 15 calendar days after such aggrieved person knows or should have known of the facts giving rise thereto, along with a bond provided by a surety company authorized to do business in the state, or the equivalent in cash, or otherwise supplied in a form satisfactory to the District. The amount of the bond shall not exceed the estimated cost to the District of processing and defending a protest. Only one protest per person per solicitation is permitted.

(c) *Authority to resolve protests.* The Purchasing Agent shall have the authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract.

(d) De*cision.* If the protest is not resolved by mutual agreement, the Purchasing Agent shall promptly issue a decision in writing stating the reason for the action taken and informing the protestant of its right to appeal the decision to the District Board. A copy of the decision of the Purchasing Agent shall be mailed, return receipt requested, or hand-delivered to the protestant or to the address provided in the protest.

(e) *Appeal.* Any appeal to the District Board of an adverse decision shall be made by filing with the Executive Director's office within 15 calendar days after the decision has been delivered to the aggrieved person. The proceeding before the Board shall be de novo. The Board shall decide whether the solicitation or award was in accordance with this Policy, procedures, and the terms and conditions of the solicitation.

(f) *Decisions final.* A decision of the District Board under this Section shall be final and conclusive. The aggrieved person may seek judicial review in the state First Judicial District Court within 30 days of the receipt of notice of the decision of the District Board.

(g) S*tay of procurements during protests.* In the event of a timely protest under subsection (a) of this section, the Purchasing Agent shall not proceed further with the solicitation or with the award of the contract unless the Purchasing Agent, after consultation with the Executive Director, makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the District.

(h) *Entitlement to costs.*

(1) When a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but was not, then the protesting bidder or offeror shall be entitled, in addition to any other relief, to the reasonable costs incurred in connection with the protest or appeal costs other than attorney's fees.

(2) Should the protest be denied, the District shall be entitled to recover reasonable costs for processing and adjudicating the protest, and for costs associated with an unreasonable delay of the contract. Recovery of these costs shall not be limited to the proceeds from the protest bond. Excess bond proceeds shall be returned to the person.

2. Contract Claims.

Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation or other cause for contract modification or rescission. Within15 calendar days of the time the contractor knows or should have known of the facts and circumstances giving rise to a claim the following procedure shall apply:

(a) *Notice of claim to the Purchasing Agent.* All claims by a contractor against the District relating to a contract except bid protests shall be submitted in writing to the Purchasing Agent for decision. The contractor may request a conference with the Purchasing Agent on the claim.

(b) *Notice to the contractor of the Purchasing Agent's decision.* The decision of the Purchasing Agent shall be issued in writing within 15 calendar days of claim notice and immediately mailed, or otherwise furnished, to the contractor. The decision shall state reasons for the decision reached, and shall inform the contractor of its appeal rights under subsection (d) of this section.

(c) *Failure to render timely decision.* If the Purchasing Agent does not issue a written decision regarding any contract controversy within 15 days after written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

(d) *Appeal.* Any appeal to the District Board of an adverse decision shall be made by filing with the Executive Directors office within 15 calendar days after the decision has been received by the aggrieved person. The proceeding before the District Board shall be de novo.

(e) *Decisions by Board final; exception.* A decision of the District Board under this section shall be final and conclusive unless a protestant seeks judicial review in the state First Judicial District Court within 30 days of the receipt of notice of the decision of the District Board.

3. Remedies for solicitations or awards in violation of law.

(a) *Prior to bid opening or closing date for receipt of proposals.* If, prior to the bid opening or the closing date for receipt of proposals, the Purchasing Agent, after consultation with the District Attorney, determines that a solicitation is in violation of applicable law or regulation then the solicitation shall be canceled by the Purchasing Agent or revised to comply with applicable law.

(b) *Prior to award.* If, after bid opening or the closing date for receipt of proposals, the Purchasing Agent, after consultation with the District Legal Counsel, determines that a

solicitation or a proposed award of a contract is in violation of applicable law then the solicitation or proposed award shall be canceled by the Purchasing Agent.

(c) *After award.* If, after an award, the Purchasing Agent, after consultation with the District Legal Counsel, determines that a solicitation or award of a contract was in violation of applicable law, then:

If neither the purchaser nor the person awarded the contract has acted fraudulently or in bad faith:

a. The contract or invoice may be ratified and affirmed or approved for payment by the Board for any amount or the Executive Director, as applicable, for amounts under $100,000.00, provided that it is determined that doing so is in the best interests of the District ; or

b. The contract may be terminated and the person awarded the contract shall be compensated for the actual costs reasonably incurred under the contract, plus a reasonable profit, prior to the termination; or

If either the purchaser or the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void by the Purchasing Agent, if such action is in the best interests of the District.

Exhibit C

Sample Professional Services Agreement

NORTH CENTRAL REGIONAL TRANSIT DISTRICT

PROFESSIONAL SERVICES AGREEMENT

THIS TRANSIT SERVICE PLAN UPDATE SERVICES AGREEMENT is made by and between the North Central Regional Transit District hereinafter referred to as the "Client or District" and, -------_____hereinafter referred to as "Contractor" and collectively referred to as the "PARTIES".

WHEREAS, pursuant to the Districts Procurement Regulations.; the Contractor has held itself out as possessing the personnel, experience and knowledge necessary to perform the services described in implementing the Scope of Work as attached and contained within the RFP; and the District has selected the Contractor as the offeror most advantageous to the District.

WHEREAS, all parties agree that, pursuant to the Procurement Regulations the total amount of this Agreement is $____, excluding NMGRT taxes.

1. The District agrees

   a. To compensate the Contractor in the amount of $_____ for services referred to above, excluding gross receipts tax.

   b. To be invoiced monthly.

2. Taxes

   a. Payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility.

   b. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the District to the Contractor.

3. Contractor agrees to:

   a. Provide all services contained in their response to the RFP and all others as described in the Districts RFP and as outlined in the project proposal and deliver

completed project in a timely manner with all work to be done in cooperation with THE District's project coordinator.

b. Not charge the District for ???????.

c. Obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

d. Submit monthly invoices, containing a detailed report of work performed.

e. Refund to the District, in the same proportion as it was paid to the Contractor, expenditures under this agreement when determined by independent audit to be ineligible for payment.

4. Term

This agreement shall not become effective until approved by the North Central Regional Transit District. This Agreement shall terminate on ?????, 2013, unless terminated pursuant to paragraph 5, or extended by mutual agreement in writing for up to ??????.

5. Termination

a. Generally. District may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of District at the rate set out in the Contractors proposal. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to District originals of all materials prepared pursuant to this Agreement.

b. Funding. The terms of this Agreement is contingent upon sufficient appropriations and authorization being made by the NCRTD for the performance of this Agreement. If sufficient appropriations and authorization are not made by the NCRTD, this Agreement shall terminate upon written notice being given by the NCRTD to the Contractor. The NCRTD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. Status of Contractor, Staff, and Personnel

This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of District and will not be considered an employee of District for any purpose. Contractor, its agents or employees shall make no representation that they are District employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the District's

name or logo. Neither Contractor, nor any employee of Contractor, shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind District to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding the District to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from the District; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner. The Contractor warrants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer, District employee or former District employee have been followed.

7. Employees and Subcontractors

Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless District for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

8. Assignment

Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of District.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the District.

10. Records and Audit

Contractor shall maintain throughout the term of this Agreement and for a period of six (6) years thereafter records that indicate the date, time, and nature of the services rendered. Contractor shall make available for inspection by District all records, books of account, memoranda, and other documents pertaining to District at any reasonable time upon request.

11. Release

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the District, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the District unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the District.

13. Deliverables and Use of Documents

All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of District as works for hire. Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of District. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of the District.

14. Insurance

Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to the District. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section 14 is a condition precedent to the District's obligation to pay compensation for the Services and Contractor shall not provide any Services under this Agreement, unless and until Contractor has met the requirements of this Section 14. The District requires Certificates of Insurance, or other evidence acceptable to District, that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. General Liability Insurance and Automobile Liability Insurance shall name the District as an additional insured and provide that the District will be notified no less than thirty (30) days in advance of cancellation.

- General Liability Insurance. $1,000,000 combined single limit per occurrence;
- Workers' Compensation. In an amount as may be required by law. District may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so; and
- Automobile Liability Insurance for Contractor and its employees. An amount at least equal to the minimum required by state law on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

15. Conflict of Interest

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer, District employee or former District employee have been followed.

16. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

17. Merger

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. Non Discrimination

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

19. Invalid Term or Condition

If any term or condition of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected and shall be valid and enforceable.

20. Enforcement of Agreement

A party's failure to require strict performance of any provision of this agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

21. Severability

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. Applicable Law

Contractor shall abide by all applicable federal and state laws and regulations, and all rules and regulations of the District. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District.

23. Indemnification

Contractor shall indemnify, hold harmless and defend District, its Board members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's negligent performance hereunder or breach hereof and the negligent performance of Contractor's employees, agents, representatives and subcontractors.

24. Release

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the District, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the District unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

25. Tort Claims Act

Nothing herein waives or shall be deemed to waive any of the District's defenses and immunities under the New Mexico Tort Claims Act.

26. Notices

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

North Central Regional Transit District:

Executive Director
1327 N. Riverside Dr.
Española, NM 87532

Contractor:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

NCRTD Representative:_____Date:_____

?????????????? : _____Date:_____